WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, May 12, 2025, 6:00 p.m.

LOCATION: City Hall - John Fuller Auditorium
451 Third Street NW
Winter Haven, FL 33881

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1. **CALL TO ORDER** - Nathaniel J. Birdsong, Jr., Mayor

2. **ROLL CALL** - Vanessa Castillo, MMC, City Clerk

3. **INVOCATION** - Pastor Cesar Perez, Good Samaritan Christian Church of Winter Haven

4. **PLEDGE OF ALLEGIANCE** - Vanessa Castillo, MMC, City Clerk

5. **PRESENTATIONS**

   5.A **"National Public Works Week " Proclamation - Brittany Hart, Public Works Director**

   Staff Contact: *Brittany Hart , Public Works Director, bhart@mywinterhaven.com*

   Proclamation

   5.B **"Police Week" Proclamation - Charlie Bird, Assistant City Manager - Public Safety**

   Staff Contact: *Charlie Bird, Assistant City Manager - Public Safety, cbird@mywinterhaven.com*

   Proclamation

   5.C **Presentation of International Institute of Municipal Clerks (IIMC) Certified Municipal Clerk Designation Plaque and Pin to Deputy City Clerk LaTonya Harris - Dawn Wright, City of Eagle Lake and Florida Association of City Clerks (FACC) Central West Director**

   Staff Contact: *Vanessa Castillo, MMC, City Clerk, vcastillo@mywinterhaven.com*

   5.D **2025 Sun n Fun Recap - Troy Heidel, Airport Director & Collin Davis, Airport Operations Supervisor**

   Staff Contact: *Troy Heidel, Airport Director, theidel@mywinterhaven.com*

   5.E **Florida Municipal Communications Association (FMCA) Certificate of Excellence - T. Michael Stavres, City Manager**

   Staff Contact: *T. Michael Stavres, City Manager, mstavres@mywinterhaven.com*

6. **DEVELOPMENTS OF NOTE**

7. **MINUTES**

7.A **April 23, 2025, City Commission Agenda Review Session Meeting Minutes**

Staff Contact: *Vanessa Castillo, MMC, City Clerk, vcastillo@mywinterhaven.com*

2025-04-23 DRAFT Agenda Review Session Minutes with Link

7.B **April 28, 2025, Regular City Commission Meeting Minutes**

Staff Contact: *Vanessa Castillo, MMC, City Clerk, vcastillo@mywinterhaven.com*

2025-04-28 DRAFT Regular City Commission Meeting Minutes with Link and Attachment

8. COMMENTS FROM THE AUDIENCE

9. ORDINANCE(S) - SECOND READING - PUBLIC HEARING

10. CONSENT AGENDA

10.A **Library Board Reappointment of Jonathan Owen**

Staff Contact: *Jane Martin, Library Director, jmartin@mywinterhaven.com*

Summary - Library Advisory Board Reappointment
Board Reappointment Letter - Jonathan Owen
Letter of Recommendation from Library Advisory Board
Board Application - Cecilia Leonard
Board Application - Shawntise Brown

11. RESOLUTION(S)

11.A **R-25-19 - Approval of a Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) for the Airport Master Plan Update**

Staff Contact: *Troy Heidel, Airport Director , theidel@mywinterhaven.com*

Summary - Resolution R-25-19 Approval of a Public Transportation Grant Agreement with the Florida Department of Transportation FDOT
R-25-19 with Exhibit A
Public Transportation Grant Agreement

11.B **R-25-21 - Approval of a Public Transportation Grant Agreement Extension with the Florida Department of Transportation (FDOT) for Digital Remote Air Traffic Control Tower**

Staff Contact: *Troy Heidel, Airport Director , theidel@mywinterhaven.com*

Summary - Resolution R-25-21 Approval of a Public Transportation Grant Agreement Extension with the Florida Department of Transportation FDOT
R-25-21 with Exhibit A
Amendment for Extension of Public Transportation Grant Agreement

11.C **R-25-22 - Renaming Coon Lake Road lying between Eloise Loop Road/Thompson Nursery Road on the north/east to County Road 653 on the south/west to Lake Ruby Drive West**

Staff Contact: *Sean Byers, Planning Manager, sbyers@mywinterhaven.com*

Summary - Resolution R-25-22
R-25-22

11.D **R-25-23 - Request by Forestar (USA) Real Estate Group, Inc., to release the subdivision Performance Bond and confirming acceptance of improvements, infrastructure, and dedications in favor of the Public/City of Winter Haven for the Harmony on Lake Eloise Phase Four Subdivision**

Staff Contact: *Chris Young, Senior Planner, cyoung@mywinterhaven.com*

Summary - Resolution R-25-23
Resolution R-25-23

11.E **R-25-24 - Renaming Pomelo Lane located in the Harmony on Lake Eloise Phase 2 Subdivision, as recorded in Plat Book 205, Pages 26 through 32; of the Public Records of Polk County, Florida to Pomelo Drive**

Staff Contact: *Chris Young, Senior Planner, cyoung@mywinterhaven.com*

Summary - Resolution R-25-24
Resolution R-25-24

11.F **R-25-25 - Request by Shoppes at CC, LLC for final plat approval of the Shoppes at Country Club Commercial Subdivision**

Staff Contact: *Chris Young, Senior Planner, cyoung@mywinterhaven.com*

Summary - Resolution R-25-25
Resolution - R-25-25

12. ORDINANCE(S) - FIRST READING

13. NEW BUSINESS

13.A **Approval of Design/Permitting Proposal, Contract, and Guaranteed Maximum Price for the Redevelopment of the Old Fire Station Number One (Request for Qualifications RFQ-24-38)**

Staff Contact: *Eric Labbe, Director of Economic Opportunity & Community Investment, elabbe@mywinterhaven.com*

Summary - Design-Build Proposal, Contract, and GMP
Whitehead Construction Design Phase Proposal
Design-Build Contract
Exhibit A
Exhibit B

14. CITY COMMISSIONERS/LIAISON REPORTS

15. CITY ATTORNEY REPORT

16. CITY MANAGER REPORT

17. DEPUTY CITY MANAGER REPORT

18. CITY CLERK REPORT

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. ADJOURNMENT

If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105). In accordance with the Americans with Disabilities Act and Florida Statutes, Section 286.26, persons with disabilities needing special accommodations to participate in this proceeding, should contact the City Clerk's Office, 451 Third Street, NW, Winter Haven, Florida 33881, in writing, not later than 48 hours prior to the proceeding; if not in writing, then not later than four (4) days prior to the proceeding at (863) 291-5600. Vision or hearing impaired please call (800) 955-8771 for assistance.

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, public works professionals focus on infrastructure and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Winter Haven; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, from state and local governments and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, solid waste systems, natural resources, stormwater utilities, fleet and other infrastructure essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Winter Haven to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the American Public Works Association (APWA) has celebrated the annual *National Public Works Week* since 1960 and 2025 marks the 65th celebration.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim May 18th through May 24th, 2025 as

"National Public Works Week"

in the City of Winter Haven and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, and to recognize the substantial contributions they make to protecting our health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 12th day of May, 2025.



Nathaniel J Birdsong, Jr.
Nathaniel J. Birdsong, Jr., Mayor

ATTEST:
Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, law enforcement agencies play an essential role in safeguarding the rights and freedoms, which have been guaranteed by the United States Constitution to every American citizen; and

WHEREAS, it is important that people throughout our community know and understand the problems, duties, and responsibilities of law enforcement agencies and that members recognize their duty to serve the people of the community by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, law enforcement agencies unceasingly provide a vital public service; and

WHEREAS, the City Commission, has designated the week of May 11th through 17th, 2025, as *Police Week* in recognition of the contribution law enforcement officers have made to our civilization through their dedicated and selfless efforts in enforcing our laws. It has also designated May 15th as *Peace Officers Memorial Day* in honor of the Federal, State, and municipal peace officers who have been killed or disabled in the line of duty.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim May 11th through May 17th, 2025, as

"Police Week"

in the City of Winter Haven and call upon our citizens to join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to this community. In so doing, they have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 12th day of May, 2025.



Nathaniel J. Birdsong, Jr.
Nathaniel J. Birdsong, Jr., Mayor

ATTEST:
Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, April 23, 2025, 5:30 p.m.

LOCATION: City Hall – John Fuller Auditorium
451 Third Street NW, Winter Haven, FL 33881

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here: https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:1aded760-d9a2-4489-bddc-038bd329797f
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. CALL TO ORDER - Mayor Birdsong called the meeting to order at 5:30 p.m.

2. ROLL CALL - Vanessa Castillo, MMC, City Clerk

Commissioners Present: Mayor Nathaniel J. Birdsong, Jr.; Mayor Pro Tem Brian Yates; Commissioner Tracy Mercer; and Commissioner Clifton E. Dollison.

Commissioner Absent: Commissioner Bradley T. Dantzler

Staff Present: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Economic Opportunity and Community Investment Director Eric Labbe; Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; Public Works Director Brittany Hart; Police Chief Vance Monroe; and Fire Chief Drew Neubrand.

5. PRESENTATION(S)

A. "Girls Inc. Week" Proclamation - Peggy Threlkel, Executive Director, Girls Incorporated of Winter Haven

B. "All Saints Academy National Ethics Bowl Competition" Proclamation - All Saints Academy Team

C. "Mental Health Awareness Month" Proclamation - Morgan Volpe, M.S., CTP, Mental Health Coordinator, Public Safety

D. "Municipal Clerks Week" Proclamation - Vanessa Castillo, MMC, City Clerk and LaTonya Harris, CMC, Deputy City Clerk

E. Presentation of Audit Results for the Annual Comprehensive Financial Report Fiscal Year Ending September 30, 2024 - Daniel Anderson, Maudlin & Jenkins, CPA

City Manager Stavres said items 5A through 5E would be presented at the April 28, 2025, Regular City Commission Meeting.

There were no questions or discussion on these items.

6. DEVELOPMENTS OF NOTE - None

DRAFT

7. MINUTES

A. April 9, 2025, City Commission Agenda Review Session Meeting Minutes

B. April 14, 2025, Regular City Commission Meeting Minutes

There were no questions or discussion for items 7A and 7B.

8. COMMENTS FROM THE AUDIENCE – N/A

9. ORDINANCE(S) – SECOND READING – PUBLIC HEARING

A. O-25-11 - Request by PTP Real Estate Enterprises, LLC to assign Neighborhood Support Future Land Use to an annexed parcel (75 Sage Road)

B. O-25-12 - Request by PTP Real Estate Enterprises, LLC to assign Commercial- Highway (C-3) zoning district to an annexed parcel (75 Sage Road)

C. O-25-17 - Amending O-24-44 appropriating funds for the fiscal year ending September 30, 2025

City Manager Stavres said there had been no changes to items 9A through 9C since first reading.

There were no questions or discussion.

10. CONSENT AGENDA

A. Acceptance of the Annual Comprehensive Financial Report (ACFR) and CRA

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

B. Digimation Advanced Range Training (DART)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

C. Winter Haven Professional Firefighters, International Association of Firefighters Local 4967 Collective Bargaining Agreement - Addendum B

City Manager Stavres gave an overview of this item and asked Fire Chief Neubrand if there were any other agencies in Polk County that were operating on a "one and seven" Kelly Day. Fire Chief Neubrand said the City of Lakeland Fire Department was the only one and that pay wise, he felt that having this made the City of Winter Haven more competitive and attractive, which he explained in more detail. He also discussed the incentivized program that would encourage employees and also assist in optimizing staffing levels. Discussion ensued.

Mayor Birdsong commented that it looked like they would come back at this in another month. City Manager Stavres confirmed that in less than a month they would be back to begin negotiations between the City and the IAFF for a full contract renewal.

D. Interlocal Agreement for the interconnection of potable water between the City of Winter Haven, Florida, and the City of Eagle Lake, Florida

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

E. Emergency Vehicle Repair of #4151 with Pats Pump and Blower

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

DRAFT

F. Parking Garage Maintenance Repairs

City Manager Stavres gave an overview of this item and inquired if there was an estimated window for how long Whitehead Construction anticipated the project would take to be completed. Community Redevelopment Agency (CRA) Manager Angie Hibbard said that they were prepared to start May 12 if everything went [through] in the approval process and estimated 45 days for completion. She added that the garage could remain open during that time, however, if an area needed to be closed off, it was necessary to coordinate that ahead of time.

Commissioner Yates asked if there were still closed off spaces now or could they be opened up. City Manager Stavres said no, not until the work was completed.

Commissioner Mercer inquired what had caused the water to go through. City Manager Stavres said that his understanding of it had to do with caulking and sealing of the gap space between the precast deck and how to best maintain them on a routine basis, which he explained further. Manager Hibbard said it was similar to the caulked area where the wall and tub meet where it weathers, ages, and cracks and needs to be replaced. She added that they now had a recommendation from them on things to check on more frequently.

Commissioner Dollison asked if the integrity of the structure or parts of it were compromised. Manager Hibbard said it was structurally sound, which was confirmed by the contractor, and it allowed the water to come through. Discussion ensued regarding the cosmetic edge of the beams. Deputy City Manager Carnevale explained the spaces where water would go through that caused concrete to come off that were now closed.

11. RESOLUTION(S) - None

12. ORDINANCE(S) - FIRST READING

A. O-25-15 - PUBLIC HEARING - Request by Cassidy Land Development, LLC to assign Neighborhood Suburban Future Land Use to four (4) annexed parcels

City Manager Stavres gave an overview of this item.

Economic Opportunity and Community Investment Director Labbe gave additional information and showed a *Potable Water and Wastewater Utilities* (As of February 28, 2025) PowerPoint slide *(see link/attached)* to better communicate what they had compared to concurrency. He noted that the negative number did not mean the City was over pumping or running out of water, which he explained further.

Discussion ensued regarding water permitting capacity, additional water, adopted level of service versus actual demand, when checks and balances occur and a potential for denials.

Mayor Birdsong asked whether when concurrency for water was being evaluated, was it was based on actual capacity at that time and not on what was projected. Director Labbe said it was actually for both. Discussion ensued.

Mayor Birdsong asked when would the permit for additional capacity be submitted. Winter Haven Water Assistant Director Mark Bombard said they had spoken to David McIntyre, President and Chief Engineer of AquaSciTech Consulting, PLLC, who would be doing the permit work for the City, and they hoped to have it submitted to Southwest Florida Water Management District (SWFWMD). He said they planned to have it to the Commission likely next month and hoped to have the permit in approximately eight months to be under review, which he did not know how long it would take. Discussion ensued about SWFWMD and the Polk Regional Water Cooperative (PRWC). City Attorney Murphy added that he believed that the City was applying for a 50-year [water] permit instead of a 30-year or 20-year permit. Discussion ensued. The Commission would vote to transmit this Ordinance to FloridaCommerce for review.

B. O-25-16 - Request by Cassidy Land Development, LLC to assign Multi-Family Residential-Low Density (R-3) zoning district to four (4) annexed parcels

City Manager Stavres reminded the Commission that they were not approving a plat for this item, but instead assigning land use and zoning to a property that had been recently annexed

There were no further questions or discussion.

13. NEW BUSINESS

14. CITY COMMISSIONERS/LIAISON REPORTS – No report

15. **CITY ATTORNEY REPORT** – No report

16. **CITY MANAGER REPORT** – No report

17. **DEPUTY CITY MANAGER REPORT** – No report

18. **CITY CLERK REPORT** – No report

19. **EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA** – None

20. **ADJOURNMENT** – 6:13 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Nathaniel J. Birdsong, Jr.
Mayor

DRAFT

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, April 28, 2025 6:00 p.m.

LOCATION: City Hall – John Fuller Auditorium
451 Third Street NW, Winter Haven, FL 33881

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here: https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:eb340d32-5f42-4acf-832b-17d312c3fa6c

A hard copy of the PowerPoint will be attached to the original signed minutes.

1. **CALL TO ORDER** - Mayor Birdsong called the regular meeting to order at 6:00 p.m.

2. **ROLL CALL** - Vanessa Castillo, MMC, City Clerk

Commissioners Present: Mayor Nathaniel Birdsong; Mayor Pro Tem Brian Yates; Commissioner Brad Dantzler; Commissioner Tracy Mercer; and Commissioner Clifton Dollison.

Staff Present: City Manager T. Michael Stavres; City Attorney John Murphy; Deputy City Manager Michael "M.J." Carnevale; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Human Resources Director Shawn Dykes; Economic Opportunity and Community Investment Director Eric Labbe; Winter Haven Water Director Gary Hubbard; Parks, Recreation and Culture Director Julie Adams; Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; Police Chief Vance Monroe; and Fire Chief Drew Neubrand.

3. **INVOCATION** – Pastor Mark Hodges, Winter Haven Baptist Church

4. **PLEDGE OF ALLEGIANCE** – Vanessa Castillo, MMC, City Clerk

5. **PRESENTATION(S)**

A. "Girls Inc. Week" Proclamation - Peggy Threlkel, Executive Director, Girls Incorporated of Winter Haven

City Manager Stavres read a proclamation aloud recognizing "Girls Inc. Week" in the City of Winter Haven. Ms. Threlkel accepted the proclamation, along with her board members and thanked the City Commission.

B. "All Saints Academy National Ethics Bowl Competition" Proclamation - All Saints Academy Team

City Manager Stavres read a proclamation aloud recognizing "All Saints Academy Ethics Bowl Team Day" in the City of Winter Haven. Head of School Elizabeth Hardage, along with Faculty Member Geoffrey Smith and three students, accepted the proclamation and thanked the City Commission.

DRAFT

C. "Mental Health Awareness Month" Proclamation - Morgan Volpe, M.S., CTP, Mental Health Coordinator, Public Safety

Deputy City Manager Carnevale read a proclamation aloud recognizing "Mental Health Awareness Month" in the City of Winter Haven. Mental Health Coordinator Volpe accepted the proclamation and thanked the City Commission.

D. "Municipal Clerks Week" Proclamation - Vanessa Castillo, MMC, City Clerk and LaTonya Harris, CMC, Deputy City Clerk

Deputy City Manager Carnevale read a proclamation aloud recognizing "Municipal Clerks Week" in the City of Winter Haven. City Clerk Castillo and Deputy City Clerk Harris accepted the proclamation and thanked the City Commission.

E. Presentation of Audit Results for the Annual Comprehensive Financial Report Fiscal Year Ending September 30, 2024 - Daniel Anderson, Maudlin & Jenkins, CPA

Mr. Anderson gave an *Annual Comprehensive Financial Report - For the Period Ended September 30, 2024 (see link/attached)* PowerPoint presentation and went over the slides in more detail.

City Manager Stavres commended Chief Financial Officer Scott, Assistant Financial Services Director Debbie Tate, and the entire Financial Services team.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

A. April 9, 2025, Regular City Commission Meeting Minutes

B. April 14, 2025, City Commission Agenda Review Session Meeting Minutes

Motion by Mayor Pro Tem Yates to approve the minutes as presented.

Mayor Birdsong stated that anyone wishing to speak to the minutes could make comments now by coming to the podium and stating their name and address for the record and make comments. No one spoke for or against.

Motion carried 5:0.

8. COMMENTS FROM THE AUDIENCE – None

9. ORDINANCE(S) – SECOND READING – PUBLIC HEARING

A. O-25-11 - Request by PTP Real Estate Enterprises, LLC to assign Neighborhood Support Future Land Use to an annexed parcel (75 Sage Road)

City Attorney Murphy read Ordinance O-25-11 by title only. City Manager Stavres said there had been no changes since first reading.

Motion by Commissioner Mercer to approve Ordinance O-25-11 on second reading – public hearing.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Ordinance may come to the podium and state their name and address for the record. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 5:0.

B. O-25-12 - Request by PTP Real Estate Enterprises, LLC to assign Commercial- Highway (C-3) zoning district to an annexed parcel (75 Sage Road)

City Attorney Murphy read Ordinance O-25-12 by title only. City Manager Stavres said there had been no changes since first reading.

Motion by Commissioner Mercer to approve Ordinance O-25-12 on second reading – public hearing.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Ordinance may come to the podium and state their name and address for the record. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 5:0.

C. O-25-17 - Amending O-24-44 appropriating funds for the fiscal year ending September 30, 2025

City Attorney Murphy read Ordinance O-25-17 by title only. City Manager Stavres said there had been no changes since first reading.

Motion by Commissioner Mercer to approve Ordinance O-25-44 on second reading – public hearing.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Ordinance may come to the podium and state their name and address for the record. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 5:0.

10. CONSENT AGENDA

A. Acceptance of the Annual Comprehensive Financial Report (ACFR) and CRA

B. Digimation Advanced Range Training (DART)

C. Winter Haven Professional Firefighters, International Association of Firefighters Local 4967 Collective Bargaining Agreement - Addendum B

D. Interlocal Agreement for the interconnection of potable water between the City of Winter Haven, Florida, and the City of Eagle Lake, Florida

E. Emergency Vehicle Repair of #4151 with Pats Pump and Blower

F. Parking Garage Maintenance Repairs

Motion by Mayor Pro Tem Yates to approve the Consent Agenda as presented.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to the Consent Agenda could come to the podium and state their name and address for the record. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 5:0.

11. RESOLUTION(S) – None

12. ORDINANCE(S) - FIRST READING

A. O-25-15 - PUBLIC HEARING - Request by Cassidy Land Development, LLC to assign Neighborhood Suburban Future Land Use to four (4) annexed parcels

City Attorney Murphy read Ordinance O-25-15 by title only and City Manager presented.

Discussion ensued regarding number of lots, timelines, and concurrency.

Motion by Mayor Pro Tem Yates to approve Ordinance O-25-15 on first reading – public hearing for transmittal to FloridaCommerce for review.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Ordinance may come to the podium and state their name and address for the record. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 5:0.

B. O-25-16 - Request by Cassidy Land Development, LLC to assign Multi-Family Residential- Low Density (R-3) zoning district to four (4) annexed parcels

City Attorney Murphy read Ordinance O-25-16 by title only. City Manager Stavres said this was a companion to Ordinance O-25-15.

Mayor Birdsong reported this item would come back for a second reading and public hearing for a date to be determined.

13. NEW BUSINESS

Commissioner Dantzler explained how the Florida Senate wanted to eliminate all Tourist Development Tax (TDT) which the Florida House of Representatives had already passed [via House Bills 1221 and 7033] and the Senate was considering passing today. He said that the Polk County Tourist Development Council (TDC) wanted the City to talk to [President of the Florida Senate] Ben Albritton to advocate to oppose this legislation. Copies of a draft *Request to Halt Further Action on Tourist Development Tax Legislation* letter *(see attached)* prepared by City Manager Stavres, were distributed to the Commission for their review and signature if they were all favorable. Discussion ensued regarding the unmitigated devastation on local economies if TDCs were eliminated, etc.

Discussion ensued and there was unanimous consensus of the Commission to execute the letter and support the *Request to Halt Further Action on Tourist Development Tax Legislation*.

14. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Dantzler reported the following: attended the Polk County City Clerks Association (PCCCA) Luncheon Meeting at Sauvage [restaurant] hosted by the City Clerk's Office; attended the City's Strategic Momentum Sessions; attended the Polk State College (PSC) *[A Night of Legacy, A 60th Diamond Anniversary]* fundraiser; attended the Urban Forestry Advisory Board (UFAB) Meeting; met with a high school student from the Tobacco Free Florida Organization and was glad to report that the Commission had passed an ordinance regarding this [prohibiting smoking and vaping in public parks and public beaches owned and/or leased by the City of Winter Haven]; and noted that over 70 former [Chain of Lakes] Stadium seats were being donated in order to be installed at a baseball field in Charleston, South Carolina, which was a worthy cause.

Commissioner Mercer reported the following: attended events mentioned by Commissioner Dantzler, attended Winter Haven High School (WHHS) Basketball Championship Celebration Parade; attended the *State of the County* address; and attended the Firefighters' and Police Officers' Pension Board Meetings where they discussed "tariff tantrums".

Commissioner Dollison reported the following: attended most of the events that already had been mentioned; attended the PCCCA Luncheon Meeting at Sauvage and said the food was good; attended the Strategic Momentum Sessions, which he really enjoyed; invited everyone to attend the First Missionary Baptist Church Heritage Day *Unity in the Community* Celebration on Saturday, May 3, 2025, from 10:30 a.m. to 4:00 p.m.

Mayor Pro Tem Yates reported the following: attended an Airport Advisory Committee (AAC) Meeting where they did a recap of the SUN 'n FUN event and said he assumed they would be giving a presentation to the Commission.

Mayor Birdsong reported the following: attended the City's Strategic Momentum planning retreat; attended the PCCCA Lunch Meeting at Sauvage and enjoyed the food; attended the *[Night of Legacy]* event at PSC, which was good; attended a General Employees' Pension Board Meeting where they talked about the "smoothing effect" on the Pension Fund investment returns; attended the WHHS Basketball Championship Celebration Parade; and attended the State of the County address, which was different because it was done through video.

15. CITY ATTORNEY REPORT – None

16. CITY MANAGER REPORT

City Manager Stavres reminded the Commission that Mayor Birdsong, Mayor Pro Tem Yates, Commissioner Dollison, Public Affairs and Communications Director Hill, himself and Deputy City Manager Carnevale would be leaving to go to Washington, D.C. to have meetings with representatives of several agencies such as the Federal Aviation Administration (FAA), Environmental Protection Agency (EPA), the U.S. Department of Housing and Urban Development (HUD), etc. He noted that other Polk County staff would be there at the same time.

City Manager showed photos and a video of the Rowdy Gaines Pool and said it had been reopened today. He also complimented Parks, Recreation and Culture Director Adams, Parks, Recreation and Culture Assistant Director Scott Eilers, Aquatics Recreation Supervisor Adam Butler, and Parks, Planning and Strategic Initiatives Manager Andy Palmer who worked on this project and did a great job delivering it and making sure it was ready for the summer.

17. DEPUTY CITY MANAGER REPORT – None

18. CITY CLERK REPORT – None

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 7:14 p.m.

ATTEST:

_____
Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

_____
Nathaniel J. Birdsong, Jr.
Mayor

City of Winter Haven
City Commission

BEN ALBRITTON, PRESIDENT, FLORIDA SENATE
Suite 409, The Capitol
404 South Monroe Street
Tallahassee, FL 32399-1100

APRIL 28, 2025

RE: REQUEST TO HALT FURTHER ACTION ON TOURIST DEVELOPMENT TAX LEGISLATION

Dear President Albritton,

As the elected leadership of the City of Winter Haven, we are reaching out to respectfully urge you to stop the further advancement of legislation that would undermine the Tourist Development Tax (TDT) and the vital work of Tourist Development Councils (TDCs).

You know better than most the positive impact tourism has had on Polk County and our region. Tourism is not a burden to our communities—it is a self-funded economic engine that creates jobs, boosts local businesses, builds public spaces, and helps maintain lower taxes for residents while providing an alternative funding source for new capital facilities.

The changes as proposed, while presented as an immediate tax savings for Floridians, would not meaningfully help local citizens. In fact, the estimated property tax reduction would be less than $50 per household (less than $1 per week), while the negative impacts would be profound.

Importantly, TDT revenue is not paid by local residents. It is funded by visitors and reinvested directly into our communities, benefiting local residents far more than the $43 each household in Polk County would receive via the proposed ad valorem tax rebate.

In Winter Haven alone, funding through our TDC supports more than 75 events every year. These events sustain restaurants, shops, hotels, and small businesses across our city—spreading positive economic impact throughout the year, far beyond the historical seasonal concentration of Spring Training. These events, and the venues that make them possible—such as the AdventHealth Fieldhouse & Conference Center and the ongoing Chain of Lakes Baseball Facility renovations—are direct results of strategic TDT investment.

Weakening TDT would jeopardize these opportunities and create long-term harm to our community's economic resilience. **Here's what's at risk in Polk County alone:**

- $4.52 billion in annual economic impact and more than 41,000 jobs supported by tourism
- Over $200 million annually in sports and event-driven economic activity
- More than $1.6 million annually in arts and culture grants that enrich our communities
- Major private investments, from LEGOLAND to Avelo Airlines to nine new hotel developments
- A strong pipeline of public-private partnerships and infrastructure enhancements fueled by TDT revenue

Neighboring counties within your district like Hardee, DeSoto, Charlotte, and Lee are equally at risk. Tourism doesn't just bring visitors; it builds stability. It buffers our economy against downturns and provides a foundation that benefits every resident.

Governor DeSantis recently celebrated another record-breaking year for Florida tourism, describing it as a cornerstone of our state's economic success. Weakening TDT and eliminating TDCs would risk the very momentum that has made Florida, and Polk County, a model for tourism-driven prosperity. **Stripping away TDT funding doesn't cut taxes — it cuts jobs, economic growth, and community opportunity.**

We respectfully ask for your leadership in protecting the Tourist Development Tax and the Councils that responsibly steward these funds. Our communities, our businesses, and our residents are counting on it.

Thank you for your consideration, your leadership, and your continued support of Polk County and the future of Florida's economy.

Sincerely,

Nathaniel J. Birdsong, Jr.
MAYOR

Brian Yates
MAYOR PRO TEM

Tracy Mercer
COMMISSIONER

Brad Dantzler
COMMISSIONER

Clifton E. Dollison
COMMISSIONER

CC: T. Michael Stavres, City Manager, City of Winter Haven
M.J. Carnevale, Deputy City Manager, City of Winter Haven
Julie Adams, Director of Parks, Recreation & Culture, City of Winter Haven
John Murphy, City Attorney, City of Winter Haven
Katrina Hill, Director of Public Affairs & Communication, City of Winter Haven
Mark Jackson, Director of Tourism & Sports, Visit Central Florida
Casey Cook, Director of Legislative Affairs, Florida League of Cities

DATE: April 29, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Julie Adams, Parks, Recreation & Culture Director
Jane Martin, City Librarian

SUBJECT: Library Advisory Board Reappointment

BACKGROUND

The Winter Haven Library Board has been in existence since 1939, serving in an advisory capacity to the City Commission, the City Manager and staff. The Board provides recommendations in the following areas of concern:

- Library rules and regulations
- Expenditure of moneys collected or donated
- Development of Library facilities
- Supervision/maintenance of facility grounds and structures
- Appointment/removal of City Librarian
- Imposing of fines/penalties for damage or misuse of Library facilities, grounds, or property

The Board is comprised of five members appointed by the City Commission for three-year terms. Commissioner Dollison is the Commission Liaison to the Board.

One (1) seat on the Library Board expired January 31, 2025. In accordance with City protocols, a public advertisement for the position was placed in the Ledger. A letter of intent for reappointment was received from Jonathan Owen, and two (2) additional applications were received. All applications/letters were reviewed by the Library Board during their March 11, 2025 meeting.

The Library Advisory Board voted to recommend reappointing Jonathan Owen for a three-year term expiring January 31, 2028.

FINANCIAL IMPACT

There is no financial impact associated with this action

STRATEGIC PLAN ALIGNMENT

This is a routine action associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government Strategic Pillar.

RECOMMENDATION

Staff recommends the City Commission reappoint Jonathan Owen to the Winter Haven Library Board for a three-year term to expire January 31, 2028.

ATTACHMENTS

- Board/Committee Reappointment Letter – Jonathan Owen
- Letter of Recommendation from the Library Advisory Board
- Board Application – Cecillia Leonard
- Board Application – Shawntise Brown

City of Winter Haven
City Clerk

Mr. Jonathan Owen
1158 Interlochen Boulevard
Winter Haven, FL 33884

SENT VIA EMAIL
jonathan.owen.cu2r@statefarm.com

DECEMBER 9, 2024

Dear Mr. Owen,

Thank you for having served on the City of Winter Haven's Library Board. Your term expired on September 30, 2024. Please let us know if you would like to continue serving on this Committee (2-year term) by completing the following:

1. **Check (✓) one:** ☒ I wish to be reappointed ☐ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select <u>one</u> of the following:**
   a. If **<u>not</u>** submitting via email, print this letter, sign & date (required):
      × _____ Date: 4/17/2025
   b. If submitting via email with no signature, check **(✓)** here: ☐
4. **Return this letter (**and ***Board/Committee Appointment Information*** **application** if applicable**) in any of the following ways:**
   a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
   b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
   c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627
C 863.287.7521
vcastillo@mywinterhaven.com

WINTER HAVEN
THE CHAIN OF LAKES CITY

INTEROFFICE MEMORANDUM

DATE: March 13, 2025

TO: Julie Adams, Parks, Recreation & Culture Department Director

VIA: Jane Martin, City Librarian

FROM: Teresa Negley, Library Advisory Board Member

SUBJECT: Library Advisory Board Reappointments

Dear Julie Adams:
On behalf of the Library Advisory Board, I would like to recommend the following action:

- Re-appointment of Jonathan Owen for a 3-year term, January 2025 - January 2028

Members of the Library Board unanimously endorse the re-appointment of Jonathan Owen.

Sincerely,

Teresa Negley

Teresa Negley,
Library Advisory Board Secretary

WINTER HAVEN
The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired:
1) CRA Florence Villa Advisory
2) Library Board
3) Cultural Arts Advisory Committee

Name: Leonard (Last) Cecilia (First) Vontrece (Middle)

Address:
(Home) 2230 5th Street N E Winter Haven, Fl 33881
(Mailing) Same as Above
(Office) 601 Martin Luther King Jr. Blvd NE, Winter Haven, FL 33881

Phone: (Home/Cell) 863-299-5752/863-224-1054 (Office) 863-291-5320

(Email) cece1975l@gmail.com (Fax) _____

Employer: Polk County Public Schools

Position: Teacher Years/Months: 21

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ☑	No ☐
Are you a registered voter?	Yes ☑	No ☐
Do you own property in Winter Haven?	Yes ☐	No ☑
Are you currently serving on a City Board/Committee?	Yes ☐	No ☑
Have you ever served on a City Board/Committee?	Yes ☐	No ☑

- If yes, when and which Board(s)/Committee(s)? _____

Are you a City employee? Yes ☐ No ☑

How long have you lived in Winter Haven? Years/Months: 49

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

I am A life long resident of the city of Winter Haven with a love for the city and its People. I am committed to the growth and development of our city in general and Florence Villa in particular. I have seen the Florence Villa community when it was teeming with business, culture and a strong sense of community. I'm desirous of serving on the Florence CRA in order that I may help to restore the vitality and prosperity of the community for future generations, I value community service and therefore would be honored to serve on any committee within our great City.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

I'm a Life-long member if First Missionary Baptist Church Winter Haven where the Rev. C. E. Dollison is pastor/Teacher. I've served as Youth Counselor from 2001-present, Adult Usher ministry, Women's Intermediate(WIA)Ministry, Education Council, Youth Sunday School teacher, and I'm currently a Keepers of the Flame Youth Ministry Director. In addition, to my FMBC service, I'm a member of the Coalition of 100 Black Women of Polk County, and Just us Girls mentoring program. I'm most proud and honored to serve as an educator, in the Polk County Schools as a Language Arts Instructor at Jewett Middle Academy for past ten (10) years of my twenty-one (21) years with PCPS.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

no

REFERENCES:

Name	Address	Phone
Clifton E Dollison	1899 2nd Street N W Winter Haven,	863 412-1290
Nat Birdsong	FVCDC 111 Avenue R. N E Winter	863 412-0288
Seretha Tinsley	353 6th Street S W Winter Haven, FL	863 299-7177
Abdulrahim Al-Khatib	1435 10th Street N E Winter Haven, Fl	863-651-2429

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: × _____ ***Date*** 11/11/24

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION
TO: Vanessa Castillo, MMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 ♦ 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 ♦ Fax: 863.298.5293
vcastillo@mywinterhaven.com

WINTER HAVEN
The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired:
1) Library Board
2) Grants and aids application review committee
3) CAAC

Name: Brown (Last) Shawntise (First) (Middle)

Address: (Home) 233 24 TH CT SW Winter Haven, FL 33880
(Mailing) _____
(Office) _____

Phone: (Home/Cell) (863)845-8946 (Office) _____
(Email) _____ (Fax) _____

Employer: SFSC

Position: office Assistant Years/Months: 2 years

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ● No ☐
Are you a registered voter?	Yes ● No ☐
Do you own property in Winter Haven?	Yes ☐ No ●
Are you currently serving on a City Board/Committee?	Yes ● No ☐
Have you ever served on a City Board/Committee?	Yes ● No ☐
• If yes, when and which Board(s)/Committee(s)?	Juneteenth Committe MLK Committee
Are you a City employee?	Yes ☐ No ●
How long have you lived in Winter Haven?	Years/Months: 17 years

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

I would like to join the library board because I am passionate about the power of knowledge. Reading being fundamental is something that I preach and live by. I am still an avid library card holder and enjoy visiting libraries around the county in my spare time, I know the importance that the library holds as a resource in the community and would enjoy nothing more than being a part of keeping that movement. I would like to join the grants and aid committee and the CAAC because I am an humanitarian at heart and would enjoy to be a part of the continuance and change in our community. Also, I can relate and identify with some of the issue and resolutions that may be presented in either group.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

I am a Polk County native that has visited several libraries in the county. As well I have a passion for knowledge as I am a life long learner thus far. I have been a part of two committees in the past year. As well I am board member for a non profit in Polk Cunty. I have the heart to help and would like to expand in those areas as much possible.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

N/A

REFERENCES:

Name	Address	Phone
Felicia Dozier	Avon Park	863 214 5150
Andy Polk	Avon Park	863 528 2355
Lisa D.	Avon Park	863 453 6661

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: × _____ ***Date*** 01/03/2025

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION

TO: Vanessa Castillo, MMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 ♦ 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 ♦ Fax: 863.298-5293
vcastillo@mywinterhaven.com

DATE: April 21, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Troy Heidel, Airport Director

SUBJECT: R-25-19 Approval of a Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) for the Airport Master Plan Update

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BACKGROUND

Winter Haven Regional Airport is seeking approval for a Florida Department of Transportation (FDOT) grant to fund an update to the Airport Master Plan. The airport's current Master Plan was initiated in 2014 and completed in 2016. Since that time, numerous improvements have been completed, and the airport has experienced significant growth and change, making it essential to revisit and refine future development strategies.

This updated planning effort will allow the airport to reassess its priorities and ensure that future development aligns with current and projected aviation needs, economic opportunities, and community goals. The study will focus on identifying opportunities to maximize land leases across the airport property, evaluating potential locations for additional hangar development, and exploring options to expand the terminal apron to accommodate more aircraft. In addition, the plan will review possibilities for redevelopment along the adjacent highway corridor and carefully assess the financial feasibility of all proposed development projects to ensure long-term, sustainable growth.

By securing this FDOT grant, Winter Haven Regional Airport will ensure that its Master Plan reflects the airport's evolving needs, optimizes land use, and supports safe, efficient, and economically sound growth well into the future.

FINANCIAL IMPACT

The estimated cost of the project is $592,000. The Florida Department of Transportation (FDOT), through this Public Transportation Grant Agreement (PTGA), will fund 5% of the total cost, amounting to $29,600. The City will also contribute 5%, or $29,600, while the Federal Aviation Administration (FAA) will cover the remaining 90%, providing $532,800. This project has been included in the City's Fiscal Year 2025 budget.

STRATEGIC PLAN ALIGNMENT

- Pillar: Infrastructure
- Goal: 3.2 – Take a comprehensive approach to transportation planning and maintenance of transportation assets.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-19 and authorize the City Manager or his designee to execute the subject Grant Agreement with the Florida Department of Transportation (FDOT), Grant No. G3B00 and take all other necessary actions incidental to the implementation of same.

ATTACHMENTS

- R-25-19 with Exhibit A
- Public Transportation Grant Agreement

RESOLUTION NO. R-25-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA, APPROVING A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY OF WINTER HAVEN AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) UNDER CONTRACT NUMBER G3B00 AND FINANCIAL PROJECT NUMBER 453789-1-94-01 FOR UPDATING THE MASTER PLAN AT THE WINTER HAVEN REGIONAL AIRPORT - GILBERT FIELD AND AUTHORIZING THE CITY MANAGER AND APPROPRIATE CITY OFFICIALS TO EXECUTE SAID AGREEMENT AND TO TAKE ALL OTHER NECESSARY ACTIONS REGARDING SAID PROJECT AND AGREEMENTS RELATED THERETO; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, it is in the best interests of the residents and citizens of the City of Winter Haven for the City to enter into a Public Transportation Grant Agreement with the Florida Department of Transportation to provide funds for the updating of the master plan at the Winter Haven Regional Airport - Gilbert Field as authorized by Chapter 332 of the Florida Statutes, in the form attached hereto as Exhibit “A” and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA:

1. The above recitals are incorporated herein and form a factual basis for the passage of this Resolution.

2. That the Public Transportation Grant Agreement with the Florida Department of Transportation under Contract Number G3B00 for funding the updating of the master plan at the Winter Haven Regional Airport - Gilbert Field, under Financial Project Number 453789-1-94-01, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, is approved.

3. That the City Manager, T. Michael Stavres, or his designee, and all other appropriate City officials are authorized to execute on behalf of the City of Winter Haven, the Public Transportation Grant Agreement under Contract Number G3B00 and Financial Project Number 453789-1-94-01 with the Florida Department of Transportation for the purposes set forth hereinabove and any necessary amendments and to take all other necessary actions relating to the referenced Public Transportation Grant Agreement with FDOT and the Project.

4. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

5. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

6. This Resolution shall take effect immediately upon its passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in Regular Session, on this 12th day of May, 2025.

CITY OF WINTER HAVEN, FLORIDA

BY: _____
MAYOR - COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
453789-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55012020129
				Vendor Number:	VF596000453002
Contract Number:	G3B00	Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:	N/A		
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Winter Haven, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Winter Haven Airport Master Plan Update, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)
   X Exhibit F: Contract Payment Requirements

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__ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $592,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $29,600 and, the Department's participation in the Project shall not exceed 5.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing**. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

   If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

   A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project**

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Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. Convicted Vendor List. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

   Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

   Pursuant to Section 216.1366, F.S., the term:

   i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

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ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state fo distribution through any grant program. The term does not include funds used for the Medicaid program.

b. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

15. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the

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PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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16. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Winter Haven

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Nicole E. Mills, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

Don Conway, Senior Attorney (as to legality and form)

DS DC

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Winter Haven Airport Master Plan Update

B. Project Location (limits, city, county, map): Winter Haven Regional Airport/Winter Haven, FL/Polk

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and data acquisition costs, and all labor and incidentals required to develop the project working papers, forecasts, draft and final master plan in accordance with FAA Advisory Circular (AC) 150/5070-6B, Airport Master Plans and the Florida Department of Transportation (FDOT) Guidebook for Airport Master Planning. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
453789-1-94-01	DPTO	088719	2025	740100	N/A	N/A	$29,600.00
453789-1-94-01	FAA	088719	2025	740100	N/A	N/A	$532,800.00
453789-1-94-01	LF	088719	2025	740100	N/A	N/A	$29,600.00
	Total Financial Assistance						$592,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$29,600.00	$29,600.00	$532,800.00	$592,000.00	5.00	5.00	90.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$29,600.00	$29,600.00	$532,800.00	$592,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jennifer Gaona, MPA

Department Grant Manager Name

DocuSigned by:
Jennifer Gaona
23A08B2DA0DD44D...

Signature

03/24/2025 | 10:04 AM EDT

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. Florida Statutes (F.S.)
   - Chapter 163, F.S., Intergovernmental Programs
   - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
   - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
   - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
   - Chapter 332, F.S., Airports and Other Air Navigation Facilities
   - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements
- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements
- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements
- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements
- Local Building Codes
- Local Zoning Codes

c. Department Requirements
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

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a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. **Retention of Rights and Interests.** The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. **Consultant, Contractor, Scope, and Costs.**

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. **Planning Projects**. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

To: Jennifer.Gaona@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3B00

3/21/2025

CONTRACT INFORMATION

Contract:	G3B00
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF WINTER HAVEN
Vendor ID:	F596000453027
Beginning Date of This Agreement:	03/20/2025
Ending Date of This Agreement:	12/31/2026
Contract Total/Budgetary Ceiling:	ct = $29,600.00
Description:	Master Plan Update

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 3/21/2025

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A1
Object Code:	740100
Amount:	$29,600.00
Financial Project:	45378919401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088719/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $29,600.00

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 03/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
453789-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Award		Org. Code:	55012020129
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000453002
Contract Number:	G3B00	Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:	N/A		
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Winter Haven, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Winter Haven Airport Master Plan Update, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)
   X Exhibit F: Contract Payment Requirements

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__ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. __ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $592,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $29,600 and, the Department's participation in the Project shall not exceed 5.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project**

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Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

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ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state fo distribution through any grant program. The term does not include funds used for the Medicaid program.

b. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

15. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the

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PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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16. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Winter Haven

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Nicole E. Mills, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

Don Conway, Senior Attorney (as to legality and form)

DS
DC

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Winter Haven Airport Master Plan Update

B. Project Location (limits, city, county, map): Winter Haven Regional Airport/Winter Haven, FL/Polk

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and data acquisition costs, and all labor and incidentals required to develop the project working papers, forecasts, draft and final master plan in accordance with FAA Advisory Circular (AC) 150/5070-6B, Airport Master Plans and the Florida Department of Transportation (FDOT) Guidebook for Airport Master Planning. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
453789-1-94-01	DPTO	088719	2025	740100	N/A	N/A	$29,600.00
453789-1-94-01	FAA	088719	2025	740100	N/A	N/A	$532,800.00
453789-1-94-01	LF	088719	2025	740100	N/A	N/A	$29,600.00
	Total Financial Assistance						$592,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$29,600.00	$29,600.00	$532,800.00	$592,000.00	5.00	5.00	90.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$29,600.00	$29,600.00	$532,800.00	$592,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jennifer Gaona, MPA

Department Grant Manager Name

DocuSigned by:
Jennifer Gaona
31A09B9DA9BD44D...

Signature

03/24/2025 | 10:04 AM EDT

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

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a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Docusign Envelope ID: BF395559-A3FA-4299-8980-467122053CB7

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

Docusign Envelope ID: BF395559-A3FA-4299-8980-467122053CB7

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

Docusign Envelope ID: BF395559-A3FA-4299-8980-467122053CB7

To: Jennifer.Gaona@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3B00

3/21/2025

CONTRACT INFORMATION

Contract:	G3B00
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF WINTER HAVEN
Vendor ID:	F596000453027
Beginning Date of This Agreement:	03/20/2025
Ending Date of This Agreement:	12/31/2026
Contract Total/Budgetary Ceiling:	ct = $29,600.00
Description:	Master Plan Update

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 3/21/2025

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A1
Object Code:	740100
Amount:	$29,600.00
Financial Project:	45378919401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088719/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $29,600.00

DATE: April 21, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Troy Heidel, Airport Director

SUBJECT: R-25-21 Approval of a Public Transportation Grant Agreement Extension with the Florida Department of Transportation (FDOT) for Digital Remote Air Traffic Control Tower

---

BACKGROUND

On May 8, 2023, the City Commission approved Resolution R-23-29, authorizing a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) for the design and construction of a Digital Remote Air Traffic Control Tower at Winter Haven Regional Airport. The PTGA is currently set to expire on June 30, 2025.

The scope of this project includes the design and construction of a digital remote air traffic control tower at Winter Haven Regional Airport, which will be remotely operated from a control center at Bartow Executive Airport. Hanson Professional Services, Inc. is providing professional services including a tower location study, tower and foundation design, utility design, construction administration, and inspection services, along with overseeing the physical construction of the tower.

This extension request would move the agreement's expiration date to December 31, 2026, allowing adequate time for the completion and final closeout of the project.

FINANCIAL IMPACT

Extending this agreement will have no financial impact.

STRATEGIC PLAN ALIGNMENT

- Pillar: Infrastructure
- Goal: 3.2 – Take a comprehensive approach to transportation planning and maintenance of transportation assets.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-21 and authorize the City Manager or his designee to execute the subject Grant Agreement Extension with the Florida Department of Transportation (FDOT), Grant No. G2H30 and take all other necessary actions incidental to the implementation of same.

ATTACHMENTS

- R-25-21 with Exhibit A
- Amendment for Extension of Public Transportation Grant Agreement

RESOLUTION NO. R-25-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA, APPROVING AN AMENDMENT TO THAT PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY OF WINTER HAVEN AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) UNDER CONTRACT NUMBER G2H30 AND FINANCIAL PROJECT NUMBER 452131-2 FOR AN EXTENSION OF THE AIRPORT DIGITAL REMOTE TRAFFIC TOWER PUBLIC TRANSPORATION GRANT AGREEMENT AT THE WINTER HAVEN REGIONAL AIRPORT - GILBERT FIELD AND AUTHORIZING THE CITY MANAGER AND APPROPRIATE CITY OFFICIALS TO EXECUTE SAID AMENDMENT AND TO TAKE ALL OTHER NECESSARY ACTIONS REGARDING SAID PROJECT AND AGREEMENT AND AMENDMENT RELATED THERETO; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, on May 8, 2023, Resolution R-23-29 was approved by the City Commission of the City of Winter Haven authorizing the City Manager, T. Michael Stavres, to execute on behalf of the City of Winter Haven, that Public Transportation Grant Agreement under Contract Number G2H30 and Financial Project Number 452131-2 with the Florida Department of Transportation to provide funds for the design and construction of the Digital Remote Air Traffic Control Tower Project at the Airport; and

WHEREAS, it is in the best interests of the residents and citizens of the City of Winter Haven for the City to enter into an Amendment for Extension of Public Transportation Grant Agreement with the Florida Department of Transportation to provide an extension of the Airport Digital Remote Traffic Tower Public Transportation Grant Agreement at the Winter Haven Regional Airport - Gilbert Field as authorized by Chapter 332 of the Florida Statutes, in the form attached hereto as Exhibit “A” and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA:

1. The above recitals are incorporated herein and form a factual basis for the passage of this Resolution.

2. That the Amendment for Extension of Public Transportation Grant Agreement with the Florida Department of Transportation under Contract Number G2H30 for an extension of the Airport Digital Remote Traffic Tower Public Transportation Grant Agreement at the Winter Haven Regional Airport - Gilbert Field, under Financial Project Number 4452131-2, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, is approved.

3. That the City Manager, T. Michael Stavres, or his designee, and all other appropriate City officials are authorized to execute on behalf of the City of Winter

Haven, the Amendment for Extension of Public Transportation Grant Agreement under Contract Number G2H30 and Financial Project Number 452131-2 with the Florida Department of Transportation for the purposes set forth hereinabove and any necessary amendments and to take all other necessary actions relating to the referenced Public Transportation Grant Agreement and Amendment with FDOT and the Project.

4. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

5. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

6. This Resolution shall take effect immediately upon its passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in Regular Session, on this 12th day of May, 2025.

CITY OF WINTER HAVEN, FLORIDA

BY: _____
MAYOR - COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

Docusign Envelope ID: B15019B3-DB7D-4E19-8CA0-01F57A11A52A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AMENDMENT FOR EXTENSION OF PUBLIC TRANSPORTATION GRANT AGREEMENT

DATE: 4/1/25

TO: Troy Heidel
City of Winter Haven

FROM: Jennifer Gaona, MPA

SUBJECT: Winter Haven Airport Digital Remote Air Traffic Control Tower
Winter Haven Regional Airport

CONTRACT NUMBER: G2H30

AMENDMENT NUMBER: 2

FINANCIAL MANAGEMENT NUMBER: 452131-2

The Public Transportation Grant Agreement ("Agreement") between the Florida Department of Transportation ("Department") and City of Winter Haven ("Agency"), dated *, is scheduled to expire on the 30 day of June, 2025.
*5/30/2023

The Agency requests an Amendment of the Agreement, to extend the end date of the Agreement to the 31 day of December, 2026, for additional time to complete the Project for the following reasons: Project currently underway, first invoice received. Tower expected to go vertical Nov 25.

The Department agrees to the requested extension of the Agreement. All of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on * (to be completed by Department).
*

Agency: City of Winter Haven

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Nicole E. Mills, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DS
DC

_____
Don Conway, Senior Attorney (as to legality and form)

Docusign Envelope ID: B15019B3-DB7D-4E19-8CA0-01F57A11A52A

AMENDMENT FOR EXTENSION OF PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-04
STRATEGIC
DEVELOPMENT
OGC 02/19

DATE: 4/1/25

TO: Troy Heidel
City of Winter Haven

FROM: Jennifer Gaona, MPA

SUBJECT: Winter Haven Airport Digital Remote Air Traffic Control Tower
Winter Haven Regional Airport

CONTRACT NUMBER: G2H30

AMENDMENT NUMBER: 2

FINANCIAL MANAGEMENT NUMBER: 452131-2

The Public Transportation Grant Agreement ("Agreement") between the Florida Department of Transportation ("Department") and City of Winter Haven ("Agency"), dated *, is scheduled to expire on the 30 day of June, 2025. *5/30/2023

The Agency requests an Amendment of the Agreement, to extend the end date of the Agreement to the 31 day of December, 2026, for additional time to complete the Project for the following reasons: Project currently underway, first invoice received. Tower expected to go vertical Nov 25.

The Department agrees to the requested extension of the Agreement. All of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on * (to be completed by Department). *

Agency: City of Winter Haven

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Nicole E. Mills, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DS DC

_____
Don Conway, Senior Attorney (as to legality and form)

DATE: April 21, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity and Community Investment Director

FROM: Sean Byers, Planning Manager

SUBJECT: Resolution R-25-22: Renaming Coon Lake Road lying between Eloise Loop Road/Thompson Nursery Road on the north/east to County Road 653 on the south/west to Lake Ruby Drive West.

BACKGROUND

Coon Lake Road consists of an unimproved right-of-way running between Eloise Loop Road/Thompson Nursery Road on the north/east to County Road 653 on the south/west to Lake Ruby Drive West. The origin of the name Coon Lake Road is unknown; however, this name has been in place for several decades. The proposed street name of Lake Ruby Drive West represents an extension of the existing Lake Ruby Drive West which extends north from Eloise Loop Road/Thompson Nursery Road to Cypress Gardens Boulevard.

Staff submitted Lake Ruby Drive West to Polk County E9-1-1 Addressing for review. E9-1-1 indicated they have no objections to this renaming. If Resolution R-25-22 is approved by the City Commission, the Polk County E9-1-1 Addressing Office will notify affected emergency response agencies, other government agencies, and the affected property owners. The Addressing Office will also coordinate the posting of appropriate roadway signs with the City's Streets and Drainage Division if approved.

FINANCIAL IMPACT/BUSINESS IMPACT STATEMENT:

There is no direct financial impact to the City with this request.

STRATEGIC PLAN ALIGNMENT

This request renames a right-of-way, and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Infrastructure and Responsible Government Strategic Pillars.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-22.

ATTACHMENT

- Resolution R-25-22

RESOLUTION R-25-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA RENAMING COON LAKE ROAD WHICH RUNS BETWEEN ELOISE LOOP ROAD/THOMPSON NURSERY ROAD ON THE NORTH/EAST TO COUNTY ROAD 653 ON THE SOUTH/WEST, AND GENERALLY LYING IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, TO LAKE RUBY DRIVE WEST; MAKING FINDINGS; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is an unimproved right-of-way named Coon Lake Road which runs between Eloise Loop Road/Thompson Nursery Road on the north/east and County Road 653 on the south/west; and

WHEREAS, the origin of the name Coon Lake Road is unknown at this time; and

WHEREAS, there are no existing residences or businesses addressed to Coon Lake Road; and

WHEREAS, there is an existing roadway named Lake Ruby Drive West running north from the intersection of Eloise Loop Road/Thompson Nursery Road and Coon Lake Road; and

WHEREAS, the City Commission finds that renaming the street known as Coon Lake Road and located in the North 1/2 of the Southwest 1/4 of Section 13, Township 29 South, Range 26 East, lying within the City of Winter Haven, Polk County, Florida is in the best interests of the residents and citizens of the City of Winter Haven and promotes the health, safety and welfare of the citizens and residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA:

1. The above recitals are incorporated herein and form a factual basis for the passage of this Resolution.

2. That the street with a name of Coon Lake Road located in the North 1/2 of the Southwest 1/4 of Section 13, Township 29 South, Range 26 East, lying within the City of Winter Haven, Polk County, Florida and as more particularly depicted om Exhibit “A” attached hereto and incorporated herein by reference is hereby renamed to Lake Ruby Drive West effective immediately upon the effective date of this Resolution.

3. If any portion of this Resolution is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Resolution, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder

of this Resolution shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

4. Any Resolution in conflict herewith is hereby repealed but only to the extent of the conflict and as required to give this Resolution full force and effect.

5. This Resolution shall take effect immediately upon passage and the City Manager is authorized to coordinate the street renaming authorized herein with Polk County E9-1-1 Addressing and the installation of new street name signs and other necessary actions related thereto.

6. A certified copy of this Resolution shall be recorded in the public records of Polk County, Florida.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session, this 12th day of May, 2025.

CITY OF WINTER HAVEN

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

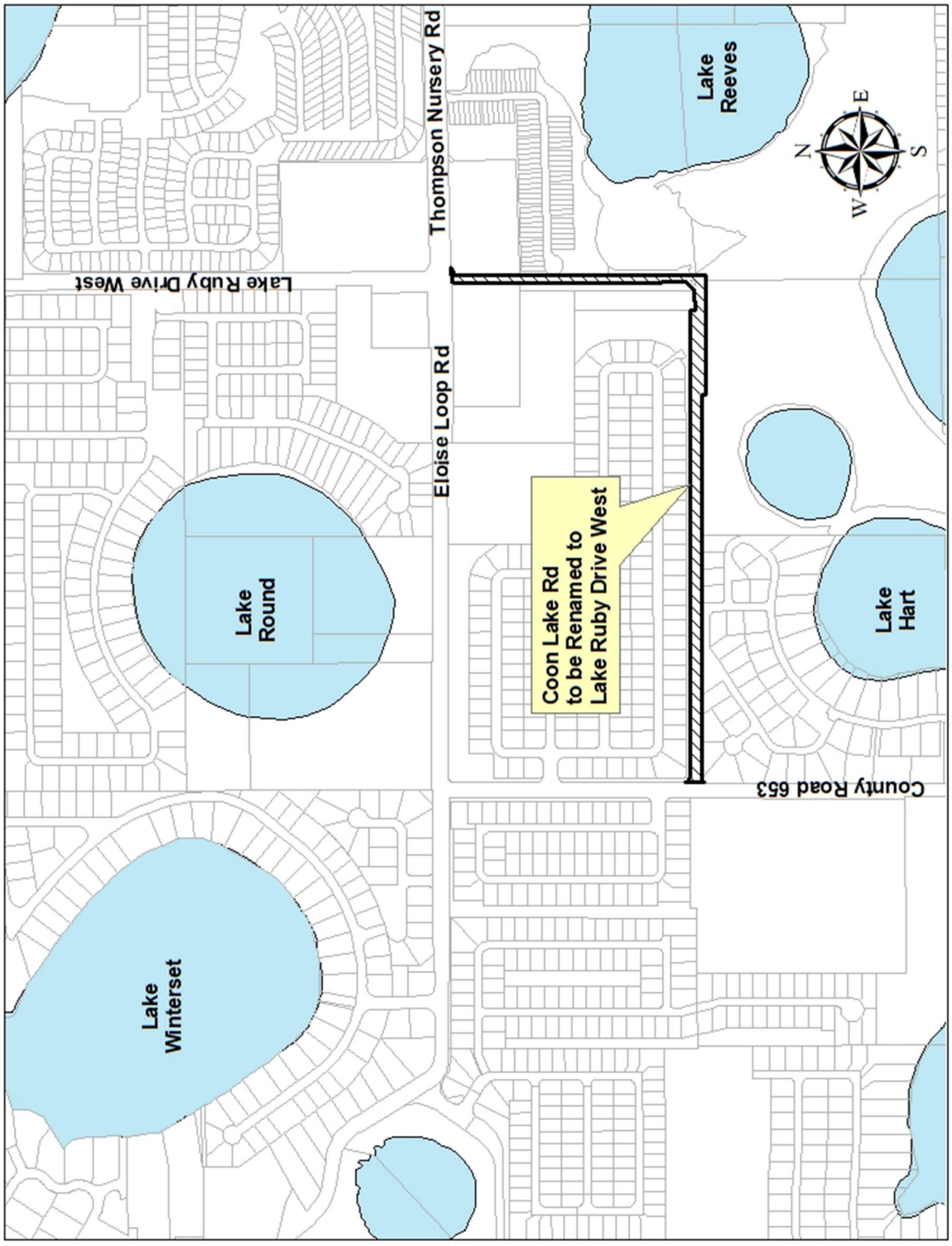
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


Lake Reeves
Thompson Nursery Rd
Lake Ruby Drive West
Eloise Loop Rd
Coon Lake Rd
to be Renamed to
Lake Ruby Drive West
Lake Round
Lake Hart
County Road 653
Lake Winterset
N
E
S
W

DATE: April 28, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity and Community Investment Director
Sean Byers, Planning Manager

FROM: Chris Young, Senior Planner

SUBJECT: Resolution R-25-23: Request by Forestar (USA) Real Estate Group, Inc., to release the subdivision Performance Bond and confirming acceptance of improvements, infrastructure, and dedications in favor of the Public/City of Winter Haven for the Harmony on Lake Eloise Phase Four Subdivision. General Location: Subdivision is generally located west of West Lake Eloise Drive, south of Shell Road.

BACKGROUND

Forestar (USA) Real Estate Group, Inc., requests the City Commission accept certain improvements and dedications in favor of the Public/City of Winter Haven, as notated on the plat for Harmony on Lake Eloise Phase Four. The subdivision consists of 57.25± acres and is generally located west of West Lake Elosie Drive, south of Shell Road. The subdivison contains 322 building lots and 12 common lots. Within Harmony on Lake Eloise Phase Four, all water lines, sewer lines, reuse lines, and related infrastrucuture, will be owned and maintained by the City; however, all internal roadways, street lighting, and all stormwater related infrastructure will be owned and maintained by the Harmony on Lake Eloise Community Development District (CDD).

On January 13, 2025, the City Commission approved Resolution R-25-01 platting the Harmony on Lake Eloise Phase Four Subdivision; however, certain improvements were not completed at that time. In accordance with §21-395(c) of the City of Winter Haven Unified Land Development Code, the developer, Forestar (USA) Real Estate Group, Inc., submitted a Performance Bond Issued by Swiss Re Corporate Solutions America Insurance Corporation in the amount of $1,983,930.71 to guarantee completion of all required infrstructure and improvements for the subdivision. Incomplete work included earthwork, sanitary sewer, potable water, reuse water, and stormwater management, paving and engineering certification. Recent inspections by staff found all incomplete improvements are now complete, and the water, wastewater, and reuse utilities can now be accepted by the City. The City will not be accepting

maintenance responsibility for the internal roadways, street lighting, or drainage infrastructure within this subdivision.

FINANCIAL IMPACT

There is no direct financial impact as a result of this request.

STRATEGIC PLAN ALIGNMENT

This is an approval of a performance bond release for an approved subdivision plat and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Economic Sustainability and Responsible Government Pillars.

RECOMMENDATION

Staff recommends the City Commission approve Resolution of R-25-23 and authorize the City Manager or his designee to take all further necessary actions related to this matter.

ATTACHMENT

- Resolution R-25-23

Space for Recording

RESOLUTION R-25-23

A RESOLUTION CONFIRMING THE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE PUBLIC/CITY OF WINTER HAVEN AS NOTATED ON THAT CERTAIN PLAT ENTITLED "HARMONY ON LAKE ELOISE PHASE FOUR" RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA, IN PLAT BOOK 211, PAGES 42 THROUGH 49, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND AUTHORIZING THE CITY MANAGER TO RELEASE THE PERFORMANCE BOND POSTED TO GUARANTEE COMPLETION OF REQUIRED IMPROVEMENTS AND INFRASTRUCTURE. (General Location: Subdivision is generally located west of West Lake Eloise Drive, south of Shell Road.)

Whereas, that certain plat entitled "Harmony on Lake Eloise Phase Four" and showing the property described on Exhibit "A" attached hereto and made a part hereof, was presented to the City Commission and approved for filing on the 13th day of January, 2025, by the passage of Resolution R-25-01; and

Whereas, §21-396 of the City of Winter Haven Unified Land Development Code provides that acceptance of public improvements and dedications shall be by Resolution; and

Whereas, all required infrastructure and improvements for that Subdivision known as "Harmony on Lake Eloise Phase Four" have been completed in accordance with all applicable standards and specifications as determined by City staff and therefore City staff is requesting that the City of Winter Haven confirm its acceptance of the improvements and dedications in favor of the Public/City of Winter Haven as notated on the said plat and authorize the City Manager to release the Performance Bond given to secure and guarantee the completion of such improvements and infrastructure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA:

1. The City Commission having been otherwise fully advised in the premises, and having already approved said plat for filing hereby confirms its acceptance as of May 12, 2025, of the dedications in favor of the Public/City of Winter Haven as set forth on the said plat, namely: water; wastewater; and reuse systems as such systems have passed all required tests, and all required certifications have been obtained, and the systems are

fully operational pursuant to City standards in accordance with Chapter 177, Florida Statutes and other applicable rules and regualtions. The City is not accepting the internal roadways or drainage systems and related infrastructure notated on the plat as those items of infrastructure and related matters will remain the responsibility of the Harmony on Lake Eloise Community Development District and/or fee-simple owners of record.

2. The City Manager is hereby authorized to release the Performance Bond issued by Swiss Re Corporate Solutions America Insurance Company in the amount of $1,983,930.71 delivered as security for the completion of all required infrastructure and improvements in the said Subdivision and take all other actions that the City Manager deems necessary related thereto.

3. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 12th day of May, 2025.

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

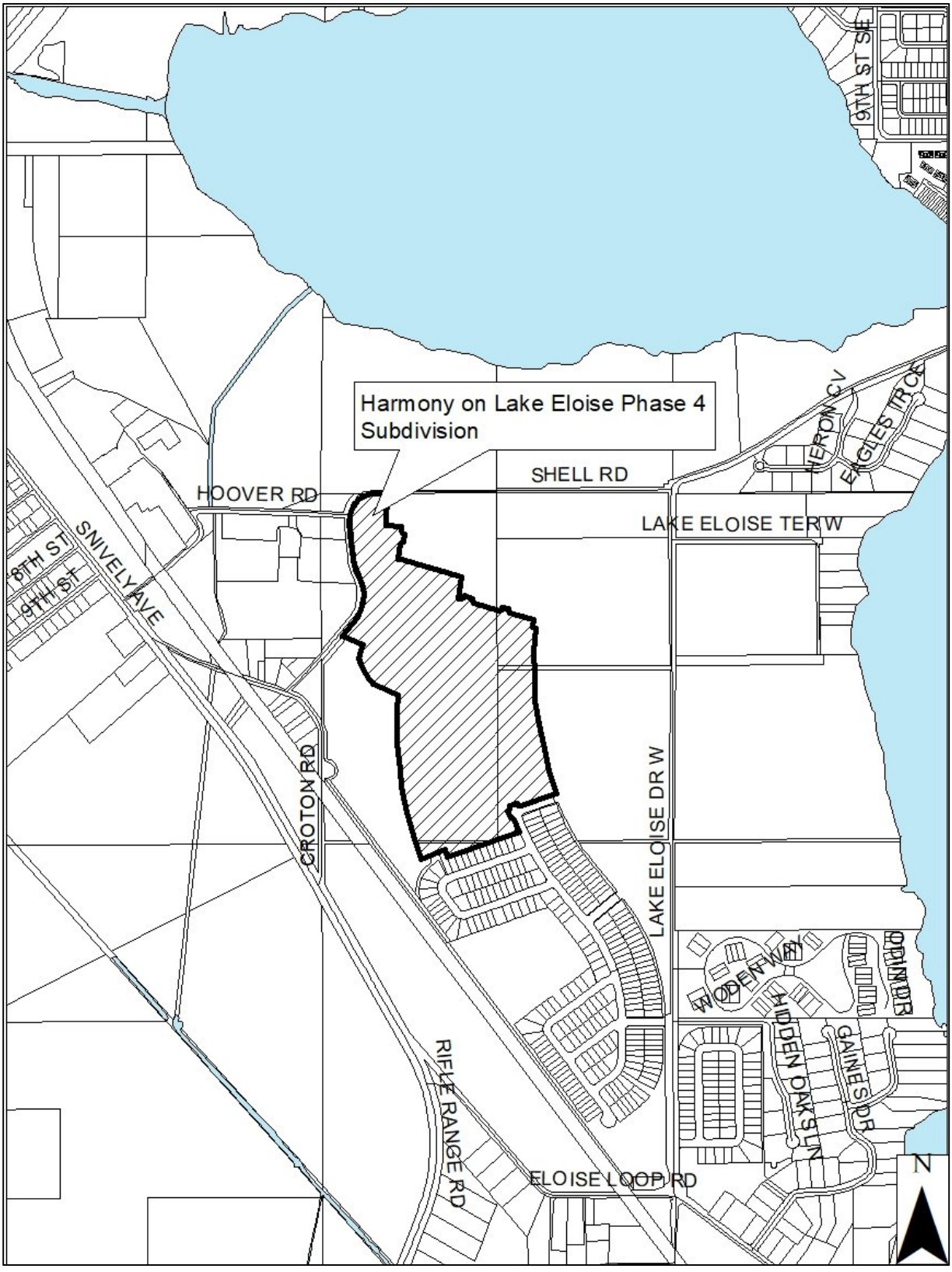
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


Harmony on Lake Eloise Phase 4 Subdivision
SHELL RD
HOOVER RD
LAKE ELOISE TER W
SNIVELY AVE
8TH ST
9TH ST
CROTON RD
LAKE ELOISE DR W
RIFLE RANGE RD
ELOISE LOOP RD
9TH ST SE
VERON CV
EAGLES TRCE
WOODVIEW
HIDDEN OAK LN
GAINES DR
N

DATE: April 29, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity and Community Investment Director
Sean Byers, Planning Manager

FROM: Chris Young, Senior Planner

SUBJECT: Resolution R-25-24: Renaming Pomelo Lane located in the Harmony on Lake Eloise Phase 2 Subdivision, as recorded in Plat Book 205, Pages 26 through 32; of the Public Records of Polk County, Florida to Pomelo Drive.

BACKGROUND

Roger Lee Vanauker, agent for Forestar (USA) Real Estate Group Inc., submitted a request to the City April 21, 2025, requesting Pomelo Lane be renamed to Pomelo Drive. Pomelo Lane was platted as part of the Harmony on Lake Eloise Phase 2 Subdivision and functions as the east/west connection between Lake Eloise Drive West and Hummingbird Road. Pomelo Drive, is located west of Hummingbird Road and Pomelo Lane and functions as an east/west and north/south connection between Hummingbird Road and White Indigo Road. Pomelo Drive, was platted as part of the Harmony on Lake Elosie Phase 4 Subdivision, as recorded in Plat Book 211, Pages 42 through 49; of the Public Records of Polk County, Florida, and is the continuation of Pomelo Lane. As no building lots access Pomelo Lane, no existing or future residential properties will be impacted by this request.

Once Resolution R-25-24 is approved by the City Commission, the Polk County E9-1-1 Addressing Office will notify affected emergency response agencies, other government agencies, and the affected property owner (Harmony on Lake Eloise CDD). The Addressing Office will also coordinate the posting of appropriate roadway signs with the City's Streets and Drainage Division once approved. The cost of replacing the roadway signs will be at the expense of the Harmony on Lake Eloise CDD.

FINANCIAL IMPACT

There will be no financial impact as a result of this request.

STRATEGIC PLAN ALIGNMENT

This is an approval of a name change for a road located in an approved subdivision plat and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Economic Sustainability and Responsible Government Pillars.

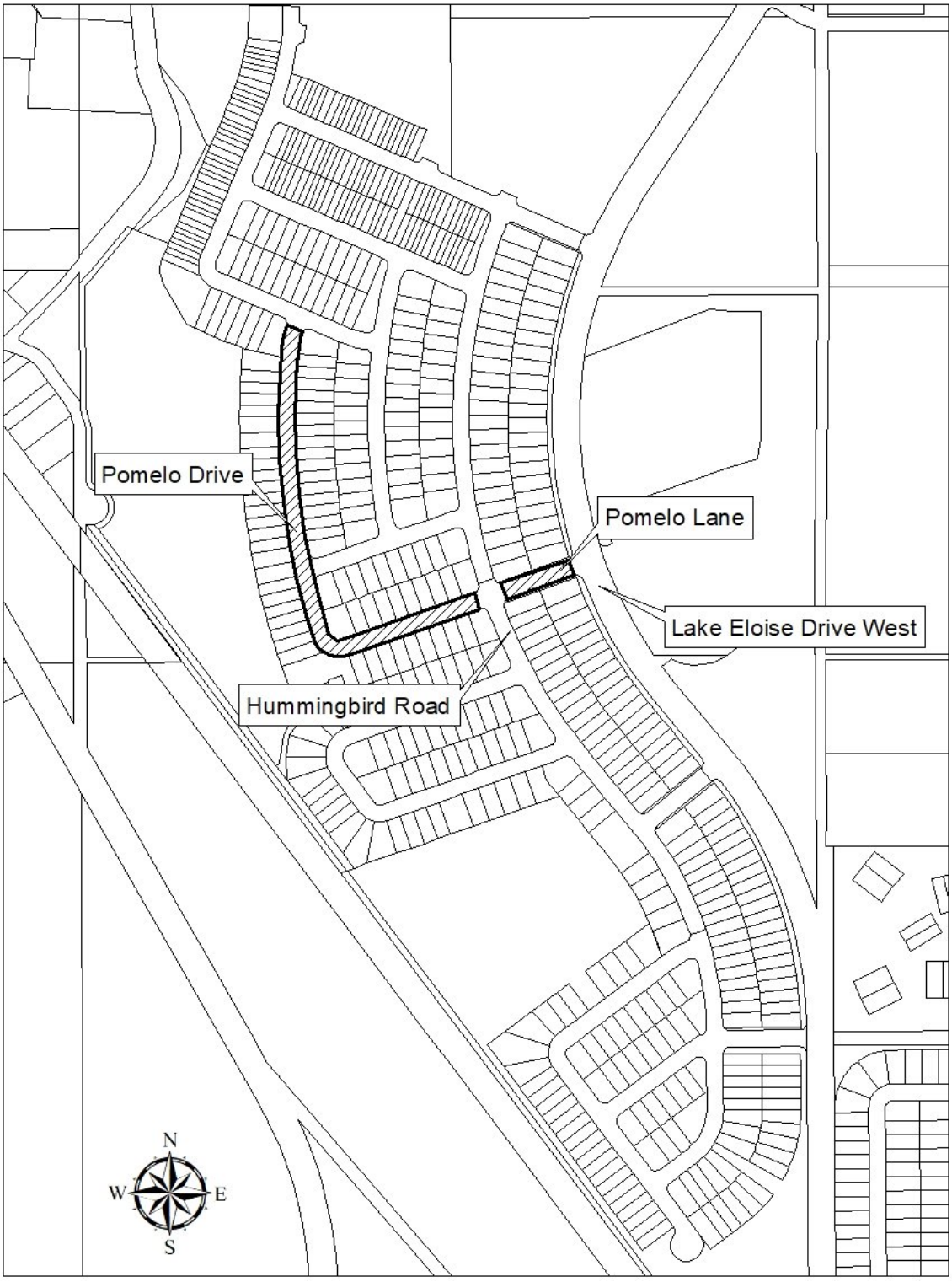
RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-24 and authorize the City Manager or his designee to take all necesary actions related to this matter.

ATTACHMENTS

- Pomelo Lane and Pomelo Drive Location Map
- April 21, 2025 email from Forestar (USA)
- Resolution R-25-24

Pomelo Lane and Pomelo Drive Location Map



April 21, 2025 Forestar USA Realestate Development Group Letter

From: Roger Lee Vanauker
To: Christopher Young; Pooran, Gina
Cc: Blaney, Melissa; Alex Madison; Robyn Bronson; Hinkle, William; Young, William C.; Boone, Toni
Subject: RE: Harmony on Lake Eloise Ph 4
Date: Monday, April 21, 2025 11:40:31 AM
Attachments: image002.png

CAUTION: This email originated OUTSIDE of City of Winter Haven. ***DO NOT CLICK LINKS or OPEN ATTACHMENTS*** unless you recognize the sender and know the content is safe.

Yes sir,
This should be fine, as mentioned, thankfully no addresses on this Pomelo Lane..

Thank you

FORESTAR

Roger VanAuker
Director of Entitlements
1064 Greenwood Blvd., Suite 200
Lake Mary, FL 32746
o: 407-850-3041 **m:** 407-848-8644
Rogervanauker@forestar.com
Forestar.com

From: Christopher Young <cyoung@mywinterhaven.com>
Sent: Monday, April 21, 2025 11:25 AM
To: Roger Lee Vanauker <RogerVanauker@forestar.com>; Pooran, Gina <ginapooran@polk-county.net>
Cc: Blaney, Melissa <melissablaney@polk-county.net>
Subject: RE: Harmony on Lake Eloise Ph 4

[External]

Good morning, Roger and Gina

Thank you for your patience. Planning has no objection to changing Pomelo Lane to Pomelo Drive. However, after speaking with the Zoning Manager, as this subdivision has already been platted it will require a formal resolution approved by the City Commission to change the street name. I will write the resolution and submit it to the city for approval, but the earliest I can get it on the agenda is Monday, May 12th.

Roger, please confirm if this plan will work for you?

Thank you

City of Winter Haven
Economic Opportunity & Community Investment

Chris Young
SENIOR PLANNER
P 863.291.5600
cyoung@mywinterhaven.com

From: Roger Lee Vanauker [mailto:RogerVanauker@forestar.com]
Sent: Thursday, April 17, 2025 2:35 PM
To: Pooran, Gina <ginapooran@polk-county.net>; Christopher Young <cyoung@mywinterhaven.com>
Cc: Blaney, Melissa <melissablaney@polk-county.net>
Subject: RE: Harmony on Lake Eloise Ph 4

CAUTION: This email originated OUTSIDE of City of Winter Haven. ***DO NOT CLICK LINKS or OPEN ATTACHMENTS*** unless you recognize the sender and know the content is safe.

Hi Gina,
Sorry for the delay.

I would say the path of least resistance would be Pomelo Drive since we will not have any addresses on Pomelo Lane.

Thank you all

FORESTAR

Roger VanAuker
Director of Entitlements
1064 Greenwood Blvd., Suite 200
Lake Mary, FL 32746
o: 407-850-3041 **m:** 407-848-8644
Rogervanauker@forestar.com
Forestar.com

Space for Recording

RESOLUTION R-25-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA RENAMING POMELO LANE LOCATED IN THE HARMONY ON LAKE ELOISE PHASE 2 SUBDIVISION, AS RECORDED IN PLAT BOOK 205, PAGES 26 THROUGH 32, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA TO POMELO DRIVE; MAKING FINDINGS; PROVIDING FOR SERVERABILITY; REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, on April 21, 2025, a request was received from Forestar (USA) Real Estate Development Group to rename Pomelo Lane to Pomelo Drive; and

Whereas, the Subdivision Plat for the Harmony on Lake Eloise Phase 2 sets forth a street named Pomelo Lane, which lies between West Lake Eloise Drive and Hummingbird Road; and

Whereas, there are no building lots fronting on the street named Pomelo Lane located within the Harmony on Lake Eloise Phase 2 subdivision; and

Whereas, the Harmony on Lake Eloise Phase 4 Subdivision Plat dedicated an east/west and north/south street known as Pomelo Drive which connects to the western intersection of Hummingbird Road and Pomelo Lane; and

Whereas, the City Commission finds that renaming the street known as Pomelo Lane and located in the Harmony on Lake Harmony Phase 2 Subdivision is in the best interest of the residents and citizens of the City of Winter Haven and promotes the health, safety and welfare of the citizens and residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA:

1. The above recitals are incorporated herein and form a factual basis for the passage of this resolution.

2. That the street with a name of Pomelo Lane located within Harmony on Lake Eloise Phase 2 Subdivision, as recorded in Plat Book 205, Pages 26 through 32, of the public records of Polk County, Florida Lying within the City of Winter Haven, Florida, is hereby renamed to Pomelo Drive effective immediately upon the effective date of this Resolution.

3. The Harmony on Lake Eloise Community Development District shall be responsible for all costs to the City to rename Pomelo Lane to Pomelo Drive.

4. If any portion of this Resolution is declared invalid or unenforceable, then to the extent possible to do so without destroying the overall intent and effect of this Resolution, the portion deemed invalid or unenforceable shall be severed here from and the reminder of this Resolution shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

5. Any Resolution in conflict here within is hereby repealed but only to the extent of the conflict and as required to give this Resolution full force and effect.

6. This Resolution shall take effect immediately upon passage and the City Manager is authorized to coordinate the street renaming authorized herein with Polk County E-911 Addressing and the installation of new street name signs and other necessary actions related thereto.

7. A certified copy of this Resolution shall be recorded in the public records of Polk County, Florida and provided to the Clerk of the Circuit Court in and for the Tenth Judicial Circuit Court in and for Polk County, Florida so that a notation that a Resolution has been passed changing the name of the street, the date of the name change, and the book and page in the public records where the Resolution has been recorded may be placed in the margin of the Harmony on Lake Eloise Phase 2 Subdivision Plat.

8. The administrative correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

9. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 12th day of May, 2025.

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

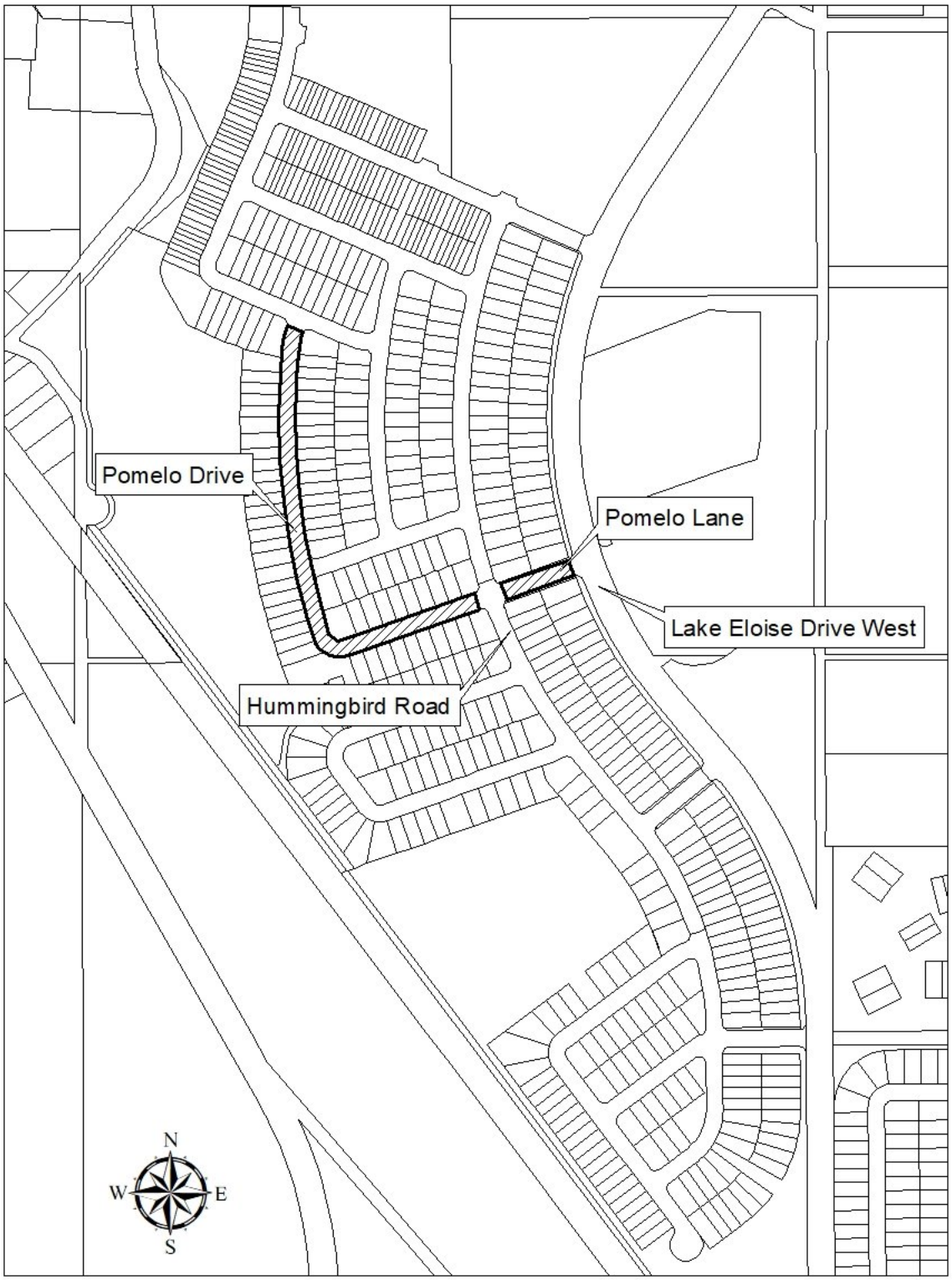
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


Pomelo Drive
Pomelo Lane
Lake Eloise Drive West
Hummingbird Road
N
W
E
S

DATE: April 28, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity and Community Investment Director
Sean Byers, Planning Manager

FROM: Chris Young, Senior Planner

SUBJECT: Resolution R-25-25: Request by Shoppes at CC, LLC for final plat approval of the Shoppes at Country Club Commercial Subdivision. General Location: Subdivision is generally located at the northeast corner of Dundee Road (S.R. 542) and Country Club Road.

BACKGROUND

Shoppes at CC, LLC is requesting final plat approval for the Shoppes at Country Club. The 34.9-acre subdivision is generally located at the northeast corner of Dundee Road (S.R. 542) and Country Club Road. The commercial subdivision contains seven (7) lots. Tract A will be dedicated to the City as a 20-foot rights-of-way dedication along the subdivision's eastern edge.

CONSISTENCY WITH FUTURE LAND USE AND ZONING

Shoppes at Country Club was developed according to the requirements contained in Planned Unit Development (PUD) Ordinance O-23-29. All lots meet the minimum requirements established by the PUD. Additionally, the subdivision is consistent with the adopted Neighborhood-Mixed Use Hub Future Land Use.

INFRASTRUCTURE

Water service to the subdivision is from the Winter Haven Water System. A public water main will be constructed within the subdivision in a public utility easement. Wastewater will be provided for through a private sewer system. The private sewer system connects to a public forcemain within the Dundee Road (S.R. 542) roadway. Wastewater will be treated at Wastewater Treatment Plant 3. There is adequate capacity in these systems to serve this subdivision. Access to the subdivision is from County Club Road and Dundee Road (S.R. 542). These roadways have sufficient capacity to serve this subdivision upon build-out.

FINANCIAL IMPACT

Approval of the commercial subdivision plat will not directly impact current revenues from this property; however, additional revenues will be realized upon development of the vacant lots.

STRATEGIC PLAN ALIGNMENT

This is an approval of a final subdivision plat and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Economic Sustainability and Responsible Government Pillars.

CONCLUSION

The proposed subdivision is consistent with the Comprehensive Plan and all requirements of Chapter 177, Florida Statutes, for the platting of land.

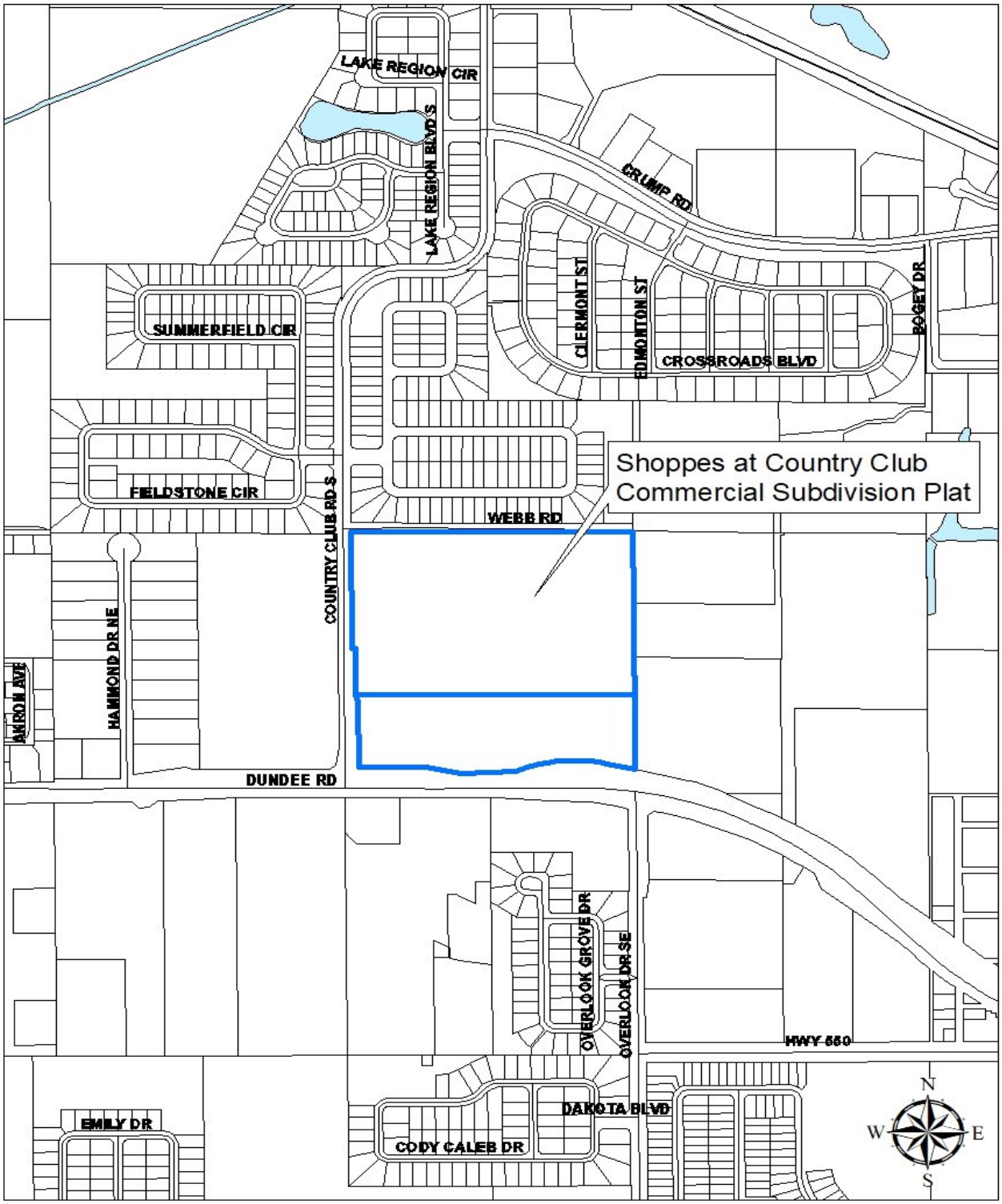
RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-25.

ATTACHMENTS

- Location Map
- Resolution R-25-25

Location Map



Space for Recording

RESOLUTION R-25-25

A RESOLUTION APPROVING THAT CERTAIN PLAT ENTITLED "SHOPPES AT COUNTRY CLUB FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES WITH SPECIFIC CONDITIONS; PROVIDING FOR THE CORRECTION OF SCRIVENER'S ERRORS; AND ESTABLISHING AN EFFECTIVE DATE. (General location: Subdivision is generally located at the northeast corner of Dundee Road (S.R 542) and Country Club Road)

WHEREAS, Shoppes at CC, LLC, the owner of the below described lands has submitted that certain plat entitled "Shoppes at Country Club" for filing and acceptance by the City Commission of the City of Winter Haven in accordance with Chapter 177 of the Florida Statutes and Chapter 21 of the City of Winter Haven Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA:

1. That certain plat entitled "Shoppes at Country Club" and showing the following described property, to wit: See Exhibits "A" and "B" which are attached hereto and made a part hereof, was presented to the City Commission for approval on the 12th Day of May, 2025. The City Commission having reviewed said plat and having been otherwise fully advised in the premises, hereby approves said plat for filing and accepts the dedications notated thereon in accordance with Chapter 177, Florida Statutes.

2. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

3. This Resolution shall take effect immediately upon passage, provided however, that a certified copy of this Resolution shall be filed with the Polk County Board of County Commissioners and with the Clerk of the Circuit Court in and for Polk County, Florida, and duly recorded in the Public Records of Polk County, Florida.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 12th day of May, 2025.

CITY OF WINTER HAVEN

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

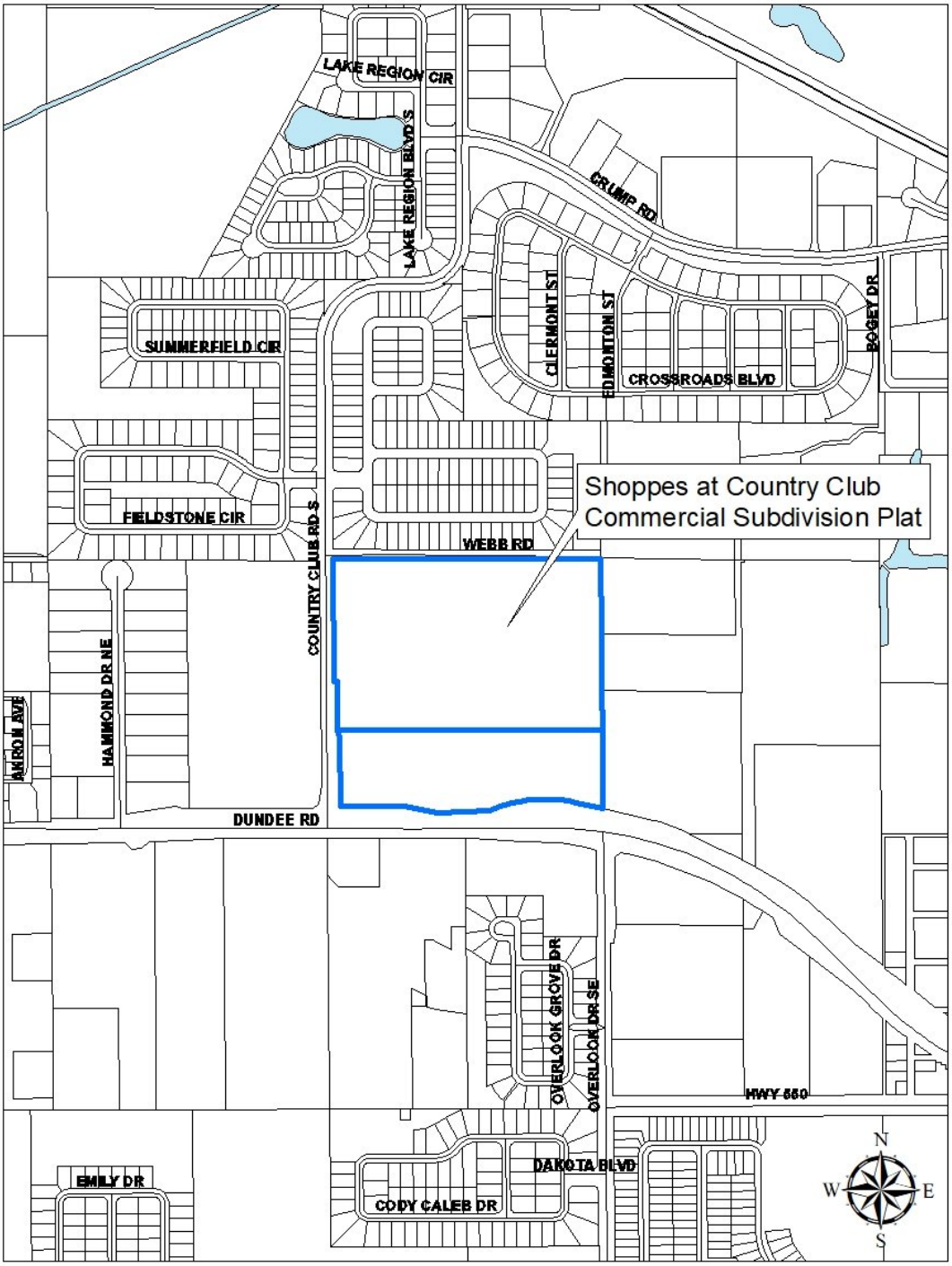
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”
Location Map



SHOPPES AT COUNTRY CLUB

BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST CITY OF WINTER HAVEN POLK COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___

SHEET 1 OF 3

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE RUN SOUTH 00°28'13" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 5.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEBB ROAD PER EXHIBIT "B", OFFICIAL RECORDS BOOK 13233, PAGE 534, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN SOUTH 00°28'13" EAST ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 25, A DISTANCE OF 1,201.07 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DUNDEE ROAD (STATE ROAD 542), A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 16260-2513, FINANCIAL PROJECT NO. 410666-1; THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) NORTH 77°13'18" WEST, A DISTANCE OF 133.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTH WITH A RADIUS OF 680.89 FEET, A CENTRAL ANGLE OF 35°28'21", AND SUBTENDED BY A CHORD BEARING OF SOUTH 84°58'03" WEST, AND A CHORD DISTANCE OF 415.81 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 422.58 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 67°58'47" WEST, A DISTANCE OF 247.38 FEET; (4) THENCE RUN NORTH 79°07'22" WEST, A DISTANCE OF 165.36 FEET; (5) THENCE RUN SOUTH 69°14'54" WEST, A DISTANCE OF 357.10 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF COUNTRY CLUB ROAD SOUTH PER EXHIBIT "A", OFFICIAL RECORDS BOOK 13233, PAGE 534, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE RUN NORTH 00°31'45" WEST, A DISTANCE OF 331.59 FEET; (2) THENCE RUN NORTH 20°19'44" WEST, A DISTANCE OF 38.46 FEET; (3) THENCE RUN NORTH 00°16'28" WEST, A DISTANCE OF 235.98 FEET; (4) THENCE RUN SOUTH 89°41'32" WEST, A DISTANCE OF 14.09 FEET; (5) THENCE RUN NORTH 00°34'29" WEST, A DISTANCE OF 591.01 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF WEBB ROAD; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 89°52'22" EAST, A DISTANCE OF 1,288.63 FEET TO THE POINT OF BEGINNING.

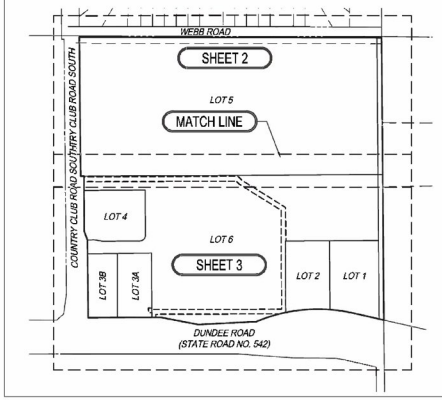
SAID LANDS CONTAINING 1,520,497 SQUARE FEET OR 34.906 ACRES, MORE OR LESS

PLAT NOTES:

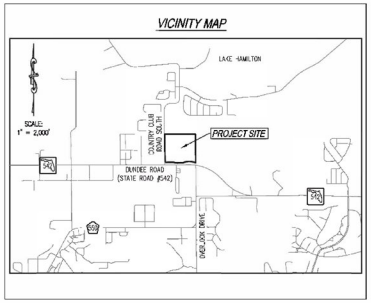
1. THIS PLAT DEPICTS A SURVEY PREFORMED FOR THE SPECIFIC PURPOSE OF RECORDING A SUBDIVISION PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES. THE LANDS DEPICTED ON THIS PLAT ARE BASED ON A BOUNDARY SURVEY PREPARED BY THIS FIRM.
2. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH AS ESTABLISHED BY THE NATIONAL OCEAN SERVICE (NOS) THROUGH ITS PROGRAM OFFICE NATIONAL GEODETIC SURVEY (NGS). AS A REFERENCE FOR THIS SURVEY, THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST WAS A BEARING OF SOUTH 00°28'13" EAST.
3. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT.
4. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
5. ALL LOT CORNERS AND CHANGES IN DIRECTION OF LOTS AND TRACTS SHALL BE MONUMENTED WITH A 5/8" STEEL ROD AND CAP STAMPED "CFB LB8498", SET IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES, UNLESS OTHERWISE SHOWN.
6. LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE SHOWN AS NON-RADIAL.
7. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12105C0360G, POLK COUNTY, FLORIDA, EFFECTIVE DATE OF DECEMBER 22, 2016, THE PROPERTY DESCRIBED HEREON LIES PARTIALLY WITHIN ZONE "X" (AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD), PARTIALLY WITHIN ZONE "A" (AREAS OF 1% ANNUAL CHANCE FLOOD, OR THE 100-YEAR FLOOD) WITH NO BASE FLOOD ELEVATION DETERMINED. FLOOD ZONES HAVE BEEN SCALED AND DEPICTED HEREON
8. RECORDING REFERENCES (SUCH AS OFFICIAL RECORDS BOOK AND PAGE, AND PLAT BOOK AND PAGE) SHOWN HEREON, REFER TO DOCUMENTS RECORDED IN THE OFFICIAL RECORDS OF POLK COUNTY, FLORIDA.
9. DISTANCES AND ACREAGES SHOWN HEREON ARE MEASURED IN U.S. SURVEY FEET AND DECIMALS THEREOF. (THIS IS A PLAT)
10. TRACTS "A" AND "B" TO BE DEDICATED TO THE CITY OF WINTER HAVEN, FLORIDA, ITS SUCCESSORS AND ASSIGNS AS ADDITIONAL RIGHT OF WAY FOR OVERLOOK DRIVE.
11. ELEVATIONS SHOWN FOR THE TWO BENCHMARKS ON SHEET 3 OF 3 ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND WERE ESTABLISHED BY POST-PROCESSED STATIC GNSS OBSERVATIONS UTILIZING CORRECTIONS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMANENT REFERENCE NETWORK (FPRN) OF FIXED BASE STATIONS. ADDITIONALLY, THE ORTHOMETRIC HEIGHTS (ELEVATIONS) DERIVE FROM APPLYING THE "FPRN18" GEOID MODEL (CUSTOM MODEL PROVIDED BY THE FDOT BASED ON THE PUBLISHED NGS "GEOID18" MODEL) TO ITS ELLIPSOID HEIGHTS.
12. AT TIME OF PLATTING THE LANDS DESCRIBED HEREON WERE AFFECTED BY THE FOLLOWING DOCUMENTS FOUND IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

- EASEMENT CONTAINED IN INSTRUMENT RECORDED JANUARY 27, 1983 UNDER O.R. BOOK 3194, PAGE 1297, PUBLIC RECORDS OF POLK COUNTY, FLORIDA (AFFECTS LOT 5 SHOWN ON PLAT)
- EASEMENTS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE SHOPPES AT COUNTRY CLUB RECORDED IN OFFICIAL RECORDS BOOK ____, PAGE ____. (AFFECTS PROPERTY--BLANKET IN NATURE--NOT PLOTTABLE)

KEY MAP



VICINITY MAP



LEGEND

●	= FOUND 5/8" IRON ROD & CAP (AS NOTED)
○	= SET 5/8" IRON ROD & CAP (CFB LB4709/B498) (PRM AS NOTED)
⊕	= SET NAIL & DISK (PRM LB4709/B498)
■	= FOUND 4"x4" CONCRETE MONUMENT (AS NOTED)
☐	= SET 4"x4" CONCRETE MONUMENT (PRM LB4709/B498)
LB	= LICENSED BUSINESS
LS	= REGISTERED LAND SURVEYOR
PLS	= PROFESSIONAL LAND SURVEYOR
CCR	= CERTIFIED CORNER RECORD
PRM	= PERMANENT REFERENCE MONUMENT
R/W	= RIGHT-OF-WAY
ID	= IDENTIFICATION
NO.	= NUMBER
CT	= CURVE TAG LABEL
LT	= LINE TAG LABEL
PC	= POINT OF CURVATURE
PNT	= POINT OF NON-TANGENCY
ORB	= OFFICIAL RECORDS BOOK
PB	= PLAT BOOK
PG(S)	= PAGE(S)
FEMA	= FEMA LINE SCALED APPROXIMATE
	= LINE BREAK

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

FLOOD HAZARD WARNING

THIS PROPERTY MAY BE SUBJECT TO FLOODING. YOU SHOULD CONTACT CITY OF WINTER HAVEN AND OBTAIN THE LATEST INFORMATION ON FLOOD ELEVATIONS AND RESTRICTIONS BEFORE MAKING PLANS FOR THE USE OF THIS PROPERTY. EVEN MEETING POLK COUNTY STANDARDS DOES NOT ENSURE THAT ANY IMPROVEMENTS SUCH AS STRUCTURES, DRIVEWAYS, YARDS, SANITARY SEWER SYSTEMS AND WATER WELL SYSTEMS WILL NOT BE FLOODED IN CERTAIN RAIN EVENTS.

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, _____ DAY OF _____, A.D. 20__, BY _____, AS _____ OF AND ON BEHALF OF SHOPPES AT CC, LLC., FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

_____
NOTARY PUBLIC – STATE OF FLORIDA

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY OF THE PROPERTY PERFORMED BY ME, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177.041 FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, AS AMENDED, FLORIDA STATUTES. IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS WILL BE SET PRIOR TO RECORDING OF THIS PLAT AND LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF EACH LOT.

CLYMER FARNER BARLEY SURVEYING, LLC
4625 EAST BAY DRIVE, SUITE 211
CLEARWATER, FLORIDA 33764
LICENSED BUSINESS NO. 8498

_____ _____
MATTHEW W. SIMPSON, FLORIDA LICENSED SURVEYOR & MAPPER — DATE
FLORIDA REGISTRATION NO. 7251

DEDICATION:

STATE OF FLORIDA
COUNTY OF POLK

KNOWN ALL MEN BY THESE PRESENTS THAT THE SHOPPES AT CC, LLC., A FLORIDA LIMITED LIABILITY COMPANY, AS THE OWNER OF LANDS DESCRIBED HEREON, HAS CAUSED THIS PLAT OF "SHOPPES AT COUNTRY CLUB" TO BE MADE AND DOES HEREBY DEDICATE SAID LANDS FOR THE USES AND PURPOSES STATED HEREON.

AND FURTHER DEDICATES TO CITY OF WINTER HAVEN, FLORIDA ITS SUCCESSORS AND ASSIGNS:

TRACT "A" SHOWN HEREON AS ADDITIONAL RIGHT OF WAY FOR OVERLOOK DRIVE.
TRACT "B" SHOWN HEREON AS ADDITIONAL RIGHT OF WAY FOR OVERLOOK DRIVE.
POTABLE WATER EASEMENT SHOWN HEREON – SEE SHEET 3 OF 3

IN WITNESS THEREOF, THE SHOPPES AT CC, LLC., A FLORIDA LIMITED LIABILITY COMPANY HAS THESE PRESENT TO BE SIGNED
THIS _____ DAY OF _____, 2025.

_____ BY _____
WITNESS — SIGNEE
PRINTED NAME: _____ PRINTED NAME: _____

TITLE: _____
PRESIDENT

_____
WITNESS
PRINTED NAME: _____

APPROVAL: ECONOMIC OPPORTUNITY & COMMUNITY INVESTMENT DIRECTOR:

STATE OF FLORIDA
COUNTY OF POLK
CITY OF WINTER HAVEN

THIS PLAT IS HEREBY APPROVED BY THE CITY OF WINTER HAVEN ECONOMIC OPPORTUNITY & COMMUNITY INVESTMENT DIRECTOR THIS ___ DAY OF _____, 2025.

APPROVED

_____
DIRECTOR – WINTER HAVEN, FLORIDA

APPROVAL: ENGINEERING SERVICES DIVISION:

STATE OF FLORIDA
COUNTY OF POLK
CITY OF WINTER HAVEN

THIS PLAT IS HEREBY APPROVED BY THE CITY OF WINTER HAVEN ENGINEERING SERVICES DIVISION THIS ___ DAY OF _____, 2025.

APPROVED

_____
AMIN A. HANNAN, P.E., CITY ENGINEER
WINTER HAVEN, FLORIDA

CITY COMMISSION APPROVAL:

STATE OF FLORIDA
COUNTY OF POLK
CITY OF WINTER HAVEN

THIS PLAT HAS RECEIVED FINAL APPROVAL BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA IN AN OPEN MEETING THIS ___ DAY OF _____, 2025.

BY: _____ ATTEST: _____
NATHANIEL J. BROSSONG, JR. — CITY CLERK

CERTIFICATION:

STATE OF FLORIDA
COUNTY OF POLK

I, STACY M. BUTTERFIELD, CLERK OF THE CIRCUIT COURT, POLK COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN ACCEPTED FOR RECORDING THIS ___ DAY OF _____, 2025.

_____
CLERK OF THE CIRCUIT COURT

CITY SURVEYOR - CONSULTANT APPROVAL:

STATE OF FLORIDA
COUNTY OF POLK

THIS PLAT HAS BEEN REVIEWED AND FOUND TO BE SUBSTANTIALLY IN COMPLIANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, RELATING TO THE MAKING OF MAPS AND PLATS.

BY: _____ DATE:
JEFFREY P. AMMERMANN, PSM
FLORIDA REGISTRATION PSM 7388
CHASTAIN SKILLMAN, LLC
FLORIDA REGISTRATION LB 262

PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING
LB8498
4625 EAST BAY DRIVE, SUITE 211
CLEARWATER, FLORIDA 33764 (727) 518-1030

Exhibit “B”
Page 2 of 3

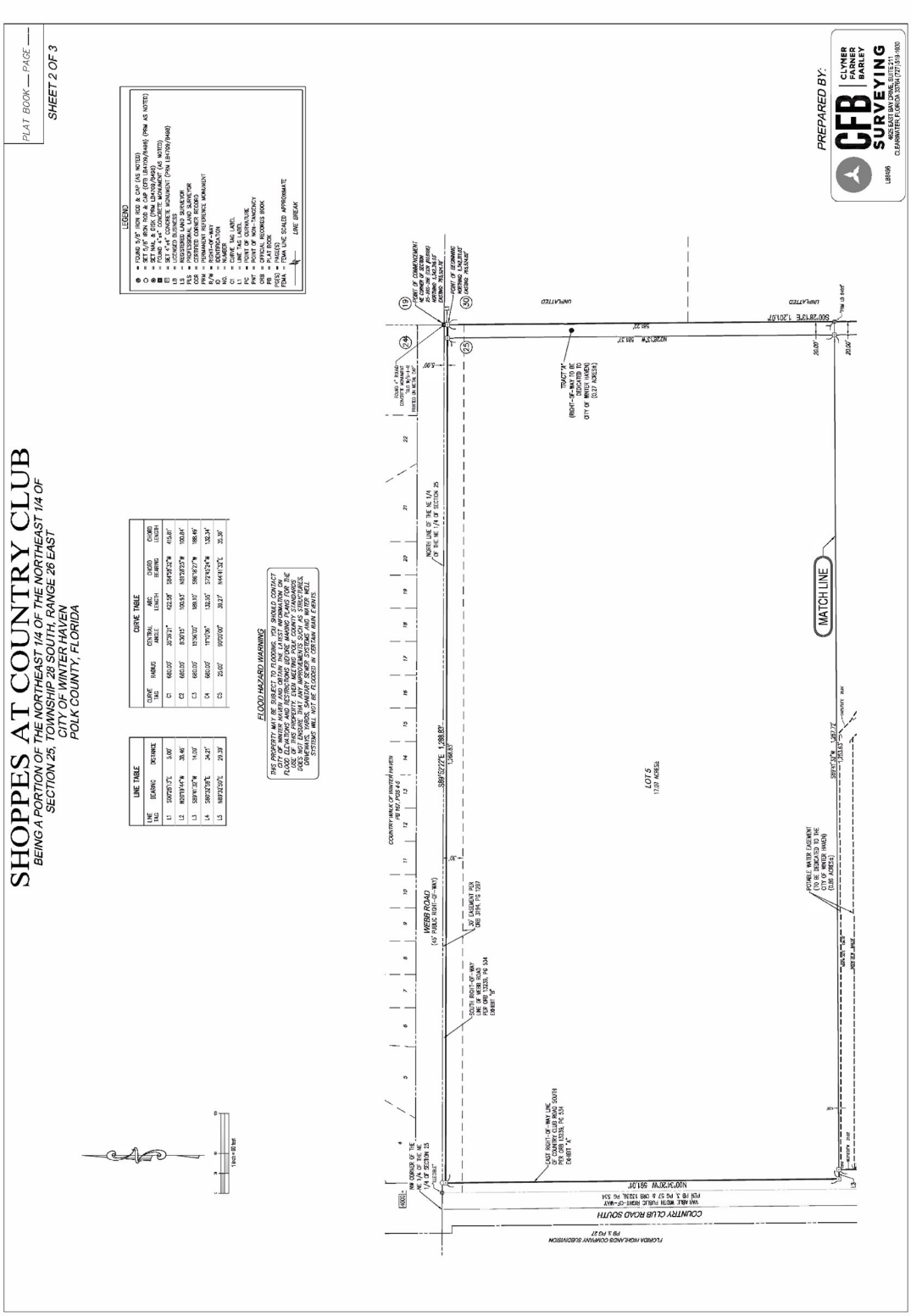
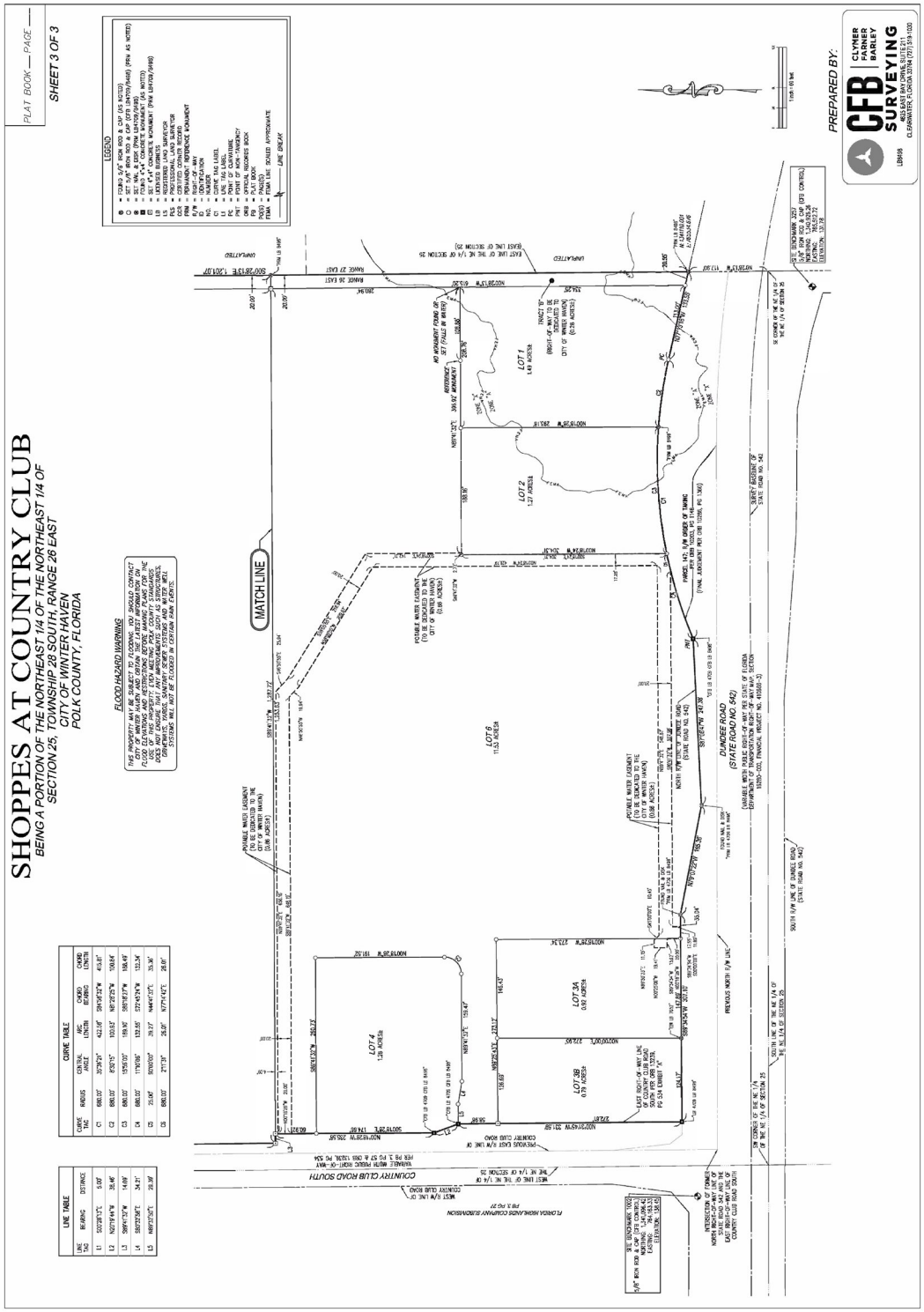


Exhibit “B”
Page 3 of 3



DATE: May 9, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity & Community Investment Director

FROM: Cedric Cox, Economic Opportunity & Community Investment Assistant Director

SUBJECT: Approval of Design/Permitting Proposal, Contract and Guaranteed Maximum Price for design of the Redevelopment of the Old Fire Station Number One – Awarded to Whitehead Construction (Winter Haven, FL) via RFQ 24-38.

BACKGROUND

On August 21, 2024, the City issued Request for Qualifications (RFQ) 24-38 seeking submittals from qualified design build firms interested in providing design and construction services for redevelopment of the City's former Fire Station Number One. The purpose for redevelopment is to construct new City of Winter Haven Building Division administrative offices that will better serve the citizens given the City's recent and projected growth. A response deadline of October 9, 2024 was set with four proposals received meeting all specifications for qualification.

On December 10, 2024 the City's Selection Committee met to discuss, score, and develop a recommendation to the City Commission for their consideration. The submittals were ranked in order of preference after evaluating each firm's statements of qualifications and performance data on file. The Committee chose to forego presentations/interviews and selected the unanimously top-ranked firm, Whitehead Construction. A Recommendation of Award was posted December 10, 2024 with no protest received in response.

On January 27, 2025, the City Commission approved the award and authorized the City Manager to engage in contract negotiations to secure the design/permitting phase services of the top ranked firm. Staff have met with Whitehead Construction to discuss project details and, upon receipt of a design/permitting phase proposal, has negotiated a contract and Guaranteed Maximum Price (GMP) for the design/permitting phase only of $355,930.00. The GMP will be amended upon receipt of construction costs.

FINANCIAL IMPACT

The City has approximately $7,000,000 set aside in the Construction Fund for the construction of Building Division facilities. These funds were transferred from the Building Fund to the Construction Fund as a result of a change to F.S. 553.80 prohibiting the City's Building Fund from carrying forward an amount that exceeds the 4 year rolling average of its operating budget.

STRATEGIC PLAN ALIGNMENT

The reconstruction of old Fire Station Number One into new administrative space for the Building Division is not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government Strategic Pillar.

RECOMMENDATION

Staff recommends the City Commission approve the design phase proposal, contract and Guaranteed Maximum Price (GMP) in the amount not to exceed $355,930.00 and authorize the City Manager, or his designee, to take all actions necessary and incidental thereto.

ATTACHMENT

- Whitehead Construction Design/Permitting Phase Proposal
- Design-Build Contract

May 2, 2025

City of Winter Haven
Attn: Cedric H. Cox Sr.
451 Third Street NW
Winter Haven, FL 33881

Re: RFQ-24-38 Design Build Services for the redevelopment of Old Fire Station #1 (WC #7160)

Mr. Cox,

Whitehead Construction is pleased to provide this design phase proposal for the redevelopment of Old Fire Station #1. Our proposal is based on the following scope of work.

General Conditions

- Insurance & Bonds
- Project Management & Estimating
- Permit Allowance of $3,000.00

Schematic Design

- The scope includes:
  - Approximately 8,500 SF of Renovation
  - Approximately 1,750 SF of Courtyard with tables and seating
- A schematic design will be provided based on feedback from the mutually agreed upon program, schedule and budget for the project. The documents will include preliminary floor plans, elevations and sections along with selection of major systems and construction materials
- We anticipate commentary and are prepared for one round of changes based on feedback from the refined plan

Design Development Documents

- Upon approval of Schematic Design Documents, prepare Design Development Documents
- Design Development Documents shall illustrate and describe the development of the approved Schematic Documents and shall consist of drawings and other documents:
  - Plans, sections, one of the two schematic elevations, typical construction details, Diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, structural, mechanical, and electrical systems, and other appropriate elements
  - The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels
  - Develop the initial budget for the cost of the work while working towards the GMP

Phased Construction Documents

- Construction Documents (Issued for Owner Approval)
    - Based on approval of the Design Development Documents, prepare Construction Documents for the Owner's approval
    - The level of completion will be approximately 75% of the task
    - The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of material and systems and other requirements for the construction of work
- Construction Documents (Issued for Permit)
    - Based on approval of 75% Construction Documents, prepare 100% Construction Documents for "Issuance for Permit"
    - Documents shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the work
- Construction Documents (Issued for Construction)
    - Pending any review comments from the building department and inclusion of changes from the bidding process, develop and "Issued for Construction" plan set
    - Provide final costs and establish the final GMP

Topography and Surveying

- Topography and existing features' location within the Project Site. Provide spot elevations across the site to sufficiently define the surface conditions, including elevations of existing conditions/improvements, low spots, grade breaks, and one-foot (+/-) contours based on the NAVD88 vertical datum. Provide grade break lines (feature lines) and a surface drawing in CAD based on review of field conditions
- Locate, Depict, and Label All Existing and Aboveground Features and Improvements including, but is not limited to: EOP, driveways, sidewalks, parking striping and signage, valves, inlets, storm structures, outfalls, culverts, sanitary sewer cleanouts and manholes, and utility locate information. Provide inverted information of storm sewer, sanitary sewer lines, and structures.
- Depict Right-of-Way, Property Boundaries, and easements/encumbrances on the NAD83 horizontal datum
- Locate trees with diameters greater than 6 inches at DBH and identify the type of tree. In areas of dense multiple smaller trees and shrubs, illustrate the edge of the vegetation line and label the area
- Flood Area Delineation: Based on the topography and FIRM. 6. Provide three signed and sealed original hard copies of the survey and one digitally signed original. Provide a CAD file for the base drawing, which matches the signed and sealed survey

Geotechnical Exploration

- Mobilize to the site with drill rig and water trailer
- Install two (2) standard penetration tests (SPT) to 25 feet deep inside the proposed addition
- Determine the seasonal high-water table
- Abandon the boreholes with native soil or bentonite
- Conduct necessary laboratory testing for classification purposes up to 3 -200 washes, 1 Atterberg Limit, 1 Loss on Ignition
- Prepare a subsoil report with results of exploration

Site Design and Civil Engineering

- Site Boundaries
  - Project Site, located west of 3rd St NW, between Ave F NW and Ave E NW

- Task 1 – Schematic Design and Preliminary Engineering Services
  - Attend a schematic kick-off meeting with the Client and Owner to review the conceptual plan scope, details on current scope of improvements and other pertinent information needs
  - Following the kick-off meeting, the Owner, Client and design team will meet onsite after the project is designed to review the existing conditions and discuss tree removals, and other elements of the project
  - Review the signed and sealed survey (showing all pertinent title work elements, known utilities); and AutoCad drawing at the outset of the Project
  - Schedule, prepare exhibits, and attend a pre-application meeting with the City of Winter Haven to review the Project Site and to discuss the permitting requirements for this Project
  - Prepare one preliminary Site Plan which will be an advancement of the conceptual plan showing the proposed improvements and exhibits based on a signed and sealed Topographic and Boundary survey (provided in AutoCAD format, including all pertinent elements such as easements); and one LA-provided conceptual site plan (in AutoCad format) with ADA access accommodations, landscape and irrigation, etc. for the Project Site
  - Notify the County, City, and applicable utility providers (electric, gas, telephone) one time of the proposed construction and request locations, conflict information, comments, and detail on their existing utilities and service to the Site in attempt to avoid conflicts. Due to source information limitations, there is no assurance that all existing utilities will be accurately defined as to their depth and extent within the vicinity of the Project Site. Contractor is not responsible for information limitations, utility research, location, and capacity verification information costs for utilities owned by others. To improve on the uncertainty associated with subsurface utilities, you may choose to have some degree of subsurface utility excavation or ground penetrating radar performed. Contingencies for uncertainty in land development must be discussed with the Owner
  - Fire hydrant flow test allowance of $1,100.00

- Task 2 – Permitting and Agency Coordination Services
  - If deemed necessary, attend a pre-application meeting with the City of Winter Haven to review the Project Site and to discuss the permitting requirements for this Project
  - Prepare civil engineering design permitting plans, specifications, and application package to the City of Winter Haven for review
  - Attend a progress meeting with the Client and the City of Winter Haven to review the status of the civil engineering plans and discuss any changes or revisions requested. If deemed necessary, prepare schematic exhibits and attend one permit application meeting with the SWFWMD to review the Project Site and to discuss the stormwater management permit requirements for this Project
  - If deemed necessary, submit an FDEP General Permit application (DEP Form 62-555.900 (7) and design plans after a permit inquiry, if needed, to the City and Polk County Health Department (PCHD) for an onsite potable service line

  - If deemed necessary, prepare a Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System (DEP Form 62-604.300(8)(a)) and sanitary sewer gravity system service lines to be submitted to City/County and the FDEP for review

- Task 3 – Design Development and Final Engineering Services
  - Based on the pre-application meeting (s) with the City of Winter haven and SWFWMD, final geotechnical data, completed survey, utility owner's feedback, final LA architectural/MEP design information and City of Winter Haven's approval of the 30 percent plans, prepare design development (80 percent substantially complete) 22" x 34" engineering plans to include one Dimensioned Site Plan; Site Grading and Drainage Plan, Landscape and Irrigation Plan, Potable Water and Gravity Sanitary Sewer Service Plan (does not include dry utilities), and Details for the Project Site for the City of Winter Haven, SWFWMD, FDEP, and PCHD permit application submittals
  - After feedback from the agencies prepare 100 percent complete civil engineering 22" x 34" construction plans, to include a Dimensioned Site Plan, Grading and Drainage Plan, Utility Plan (does not include dry utilities) and technical specifications for the civil engineering improvements for the supporting infrastructure

Landscape Architectural Services

- Concept Design Phase
  - One side visit to understand the existing conditions and the opportunities and constraints
  - Utilizing available base data, develop a hand drawn conceptual site plan for the Project based upon the Client's Fire Station No. 1 Site and/or a supplemental building footprint provided by the Project architect and supplemental drawings provided for 3rd St NW planned improvements
  - Review the conceptual site plan with the Project design team. Based upon input received, develop an updated site plan for the Project which will be provided to the Project civil engineer and is understood, will become the basis of the construction documents
  - Review the CAD site plan developed by the civil engineer and provide recommendations for adjustments

- 50% Construction Documents Phase
  - Utilizing the CAD site plan provided, develop landscape plans for the site. The plan will indicate locations of trees and shrub massing. The design will also include a preliminary planting palette for Owner review and approval
  - Develop hardscape and site furnishings plans, to identify specialty paving materials, site furnishings and site furnishings schedule with supporting imagery
  - Address the Project signage to a design intent only. The fabricator shall be responsible for shop drawing submittals and permitting
  - Attend one (1) review meeting with the Client to review the 50% Construction Documents. Input received will be reflected in the 100% Construction Documents

- 100% Construction Documents Phase
  - Based upon the comments received during the 50% Design Phase, proceed with the 100% Construction Document Phase of the Project. Following completion of the

Construction Documents, minor changes can be incorporated into the documents, but any substantial changes will constitute additional services. It is understood that the construction documents are limited to the area identified in Exhibit C and that addressing other parking areas, walks or circulation elements outside that scope will be considered an additional service
    - Prepare 100% construction documents addressing Project landscape and irrigation indicating plant species, location, quantity, size, spacing and planting techniques for proposed plant material
    - Irrigation design will include location of controller, mainline, lateral lines, and sprinkler heads as well as installation details and specifications. Irrigation design will be prepared following approval of the 60% hardscape and landscape plans
    - Accent hardscape plans will indicate layout, details, finishes, materials, and specifications of the various elements. Sections will be included, when necessary, to identify design intent and clarify connections of the various components
    - Site Furnishing plans and details will reflect location, material specification, and details as appropriate
    - Signage design intent only drawings only, final design and engineering by fabricator
    - Participate in up to four conference calls during this phase of the Project

- Permitting Phase
    - Assist the civil engineer in the preparation of the submittal documents required for site plan review and approval by the City of Winter Haven
    - Anticipates up to two (2) rounds of comment responses. Should additional submittals be required, additional services may be requested

Total: $355,930.00
(Three Hundred, Fifty-five Thousand, Nine Hundred, Thirty Dollars and 00/100***)

Exclusions:

- Construction Administration Fees, Planning, Zoning, Variances, Water Storage/Booster pumps, MOT Plans, Easements, Dedications, Permit/Impact fees

Thank you for the opportunity to provide you with this proposal. If you have any questions, please feel free to contact our office at (863) 293-6473.

With Kind Regards,

Nathan Marshall

Nathan Marshall
Chief Project Estimator

Design-Build Contract
Between
the City of Winter Haven, a Florida municipal corporation
and
Everett Whitehead & Son, Inc., a Florida corporation

This "**Design-Build Contract"** (hereafter "Contract" or "Agreement") between the **City of Winter Haven**, a Florida municipal corporation (hereafter "City" or "Owner") and **Everett Whitehead & Son, Inc.,** a Florida corporation d/b/a Whitehead Construction (hereafter "Whitehead" or "Design-Builder") (collectively the "Parties") is made and entered into this 12th day of May, 2025.

W I T N E S S E T H:

WHEREAS, August 21,2024 the City issued a "request for qualifications" (RFQ-24-38) seeking applications from qualified Design-Build firms interested in providing design and construction services for the redevelopment of the City's "Old Fire Station 1" (hereafter "Subject Building Project" into new Building Division administrative offices as identified in RFQ 24-38; and

WHEREAS, on October 9, 2024, the City received four (4) responses to RFQ-24-38 which were opened by the City's Purchasing Director; and

WHEREAS, on December 10, 2024 the City's "Selection Committee" met and reviewed all of the responding firms' submittals, and then ranked all four (4) firms in order of preference after evaluating all four (4) firms' statements of qualifications and performance data on file; and

WHEREAS, on December 10, 2024, the Selection Committee unanimously ranked Whitehead as the number one (1) qualified firm to provide the City with Design Build services for the Subject Building Project; and

WHEREAS, this Agreement is the embodiment of the City's and Design-Builder's negotiations; and

WHEREAS, Design-Builder agrees to design, construct and otherwise furnish the complete redevelopment of the Subject Building Project to the City in exchange for set sums to be known and defined herein as the "Design Price" plus a separate set sum to be known as the "Guaranteed Maximum Price" for the Subject Building Project;

NOW THEREFORE, in exchange for the mutual consideration given herein, receipt of which is acknowledged by City and Whitehead, the Parties hereby agree as follows:

ARTICLE 1
GENERAL PROVISIONS

§1.1 – Incorporation of Recitals. The foregoing recitals are incorporated herein by the parties as true and correct statements forming the factual basis for entry into this Agreement between Owner and Design-Builder.

§1.2 – General Definitions & Interpretation of Contract Documents. Words utilized in the Contract Documents shall have their everyday meaning, provided however, that where one of the following listed terms is utilized in the Contract Documents, such term shall have its corresponding meaning:

"*Applicable Laws*" means all laws, statutes, ordinances, codes, building codes, regulations, rules, orders and resolutions of all national, administrative, state, local, municipal, and other governing bodies relating to the Subject Building Project or to the performance of the Services or the Work.

"*Change Order*" means a written order to Design-Builder executed by the Owner and the Design-Builder in accordance with the contract authorizing and directing an addition to, deletion from, or adjustment or revision to the requirements of the Contract Documents, or an adjustment to the compensation payable to Design-Builder, or to the time for performance of the contract and completion of the Subject Building Project, or any combination thereof.

"*Completion of Design Phase Requirements*" means the completion of all Work required by, and in compliance with, the Contract Documents for the Design Phase for the Subject Building Project, including final drafts of plans, specifications, technical specifications, drawings, and any other Design documents necessary to obtain approval from governmental authorities to proceed with redevelopment of the designed Subject Building Project.

"*Construction Phase*" means the phase commencing upon completion of the Design Phase for the Subject Building Project and ending upon Owner's Representative's execution of the Certificate of Final Completion, or equivalency, of the Subject Building Project.

"*Construction Phase Services*" means Services rendered during the Construction Phases for the Subject Building Project.

"Construction Work" means the labor and materials furnished by the Design-Builder or Subcontractors for the Construction Phase of the Subject Building Project as more specifically set forth in Article 5 of this Agreement.

"Contract Times" means the inclusive set of date deadlines for reaching identified construction targets such as Substantial Completion and Final Completion.

"*Day(s)*" means calendar day unless specifically stated otherwise.

"*Design-Builder*" means Everett Whitehead & Son, Inc., a Florida corporation d/b/a Whitehead Construction.

"*Design Phase*" means, for purposes of the Subject Building Project, the phase commencing upon execution of this Agreement and issuance of a "Notice to Proceed with Design Work" by the Owner and ending upon issuance of a "Notice to Proceed with Construction/Renovation Work" by the Owner.

"*Design Phase Services*" means Services rendered during the Design Phase of the Subject Building Project.

"Design Work" or "Design Phase Work" means the labor, materials, and services, furnished by the Design-Builder or Subcontractors for the Design Phases for the Subject Building Project.

"*Design Price*" means the Design-Builder's guaranteed not-to-exceed price deliver complete construction plans and perform Design-Phase Services as described in this Agreement and the design phase proposal submitted by the Design-Builder and attached to this Agreement as Composite Exhibit "B".

"*Documents Binder*" means the official binder kept by the City containing all of the Contract Documents, the required forms to be filled out by or utilized by the Design-Builder in accordance with the Contract Documents, and the official copy of the City-approved plans specifications and other design documents for the Renovation/Construction Work for the Subject Building Project.

"*Final Completion*" means the completion of all Work required by, and in compliance with, the Contract Documents, including start-up, testing, obtaining regulatory approvals from all applicable authorities, completion of all punch lists, and all preparations necessary to operate and maintain a fully renovated Subject Building Project.

"Subject Building Project", means the work as defined herein and as modified by the Contract Documents, to include any City-approved specifications created by Design-Builder for use in the construction of the contracted-for improvements identified in RFQ 24-38.

"*Life Cycle Cost*" means the sum of all costs for renovation of Subject Building Project, once built, over their useful lives, and includes the cost of design, construction, acquisition, operation, maintenance, and salvage/resale value.

"*Other Contractors*" means any contractor, but not including Design-Builder or the Subcontractors, with whom Owner enters into a direct contract for the performance of any portion of the Work.

"*Owner*" means the City of Winter Haven, a Florida municipal corporation.

"*Owner's Representative*" means the individual named in writing by Owner to act on Owner's behalf in the administration of this contract. Owner's Representative does not have authority to waive or modify any condition or term of the Contract Documents.

"*Preliminary Design*" means all design documents constituting the Schematic Design Plans, Preliminary Design, and Phased Construction Plans as required and defined in Owner's contract with design professionals.

"Progress Payment(s)" means the periodic payments to be made to Design Builder under this Contract for Design Work and Construction Work, as applicable.

"*Services*" means those services, functions, roles, responsibilities, obligations and duties required of Design-Builder pursuant to the terms of the Contract Documents.

"Site" means the physical locations for renovation/construction of the Subject Building Project.

"*Subcontracts*" means the contracts between Design-Builder and any Subcontractor.

"*Subcontract Costs*" means those sums properly paid or due and payable by Design-Builder under the terms of the Subcontracts.

"*Subcontractors*" means all persons, firms or corporations furnishing labor or materials in privity with or under the supervision of the Design-Builder.

"*Substantial Completion*" means, for the Subject Building Project, that stage of completion of renovation/construction of the building in question, including testing, approval by any applicable regulatory authority, and receipt of the final certificate of occupancy, such that the Work and the building in question are usable by Owner for the purpose for which they are intended.

"*Substantial Completion of A/E Work*" means that stage of completion of the Subject Building Project where architectural and engineering work is sufficiently complete such that the Design Work is usable by Owner for the purpose for which it was intended.

"*Superintendent*" means the executive representative of the Design-Builder who shall be present on the site at all times during progress of the work and shall be authorized to receive and fulfill instructions from the Owner, and capable of properly supervising the work. However, all Change Orders reflecting a change in Guaranteed Maximum Price and/or time shall only be approved by Design-Builder's designated Project Manager, it being understood that the Superintendent shall not have authority to approve changes.

"*Surety*" means the person, firm, or corporation bound by the contract with and for the Design-Builder and responsible for the Design-Builder's acceptable performance of the work and for payment of all debts pertaining thereto.

"*Value Engineering*" means the detailed analysis of systems, equipment, materials,

services, facilities, and supplies required by the Contract Documents for the purpose of achieving the desired and essential functions of the Owner's program at the lowest Life Cycle Cost consistent with required and necessary performance, reliability, quality and safety.

§1.3 – Contract Documents. The "Contract Documents," such documents together as a whole comprising the entire agreement of the parties (collectively referred to as the "Contract"), shall be the following:

(a) RFQ-24-38, and all attachments attached hereto as Exhibit "A" and incorporated by reference;

(b) This Contract;

(c) The Design-Builder's Design Phase Proposal for renovation/construction of Subject Building Project, attached hereto as Exhibit "B" and incorporated herein by reference;

(d) The Design-Builder's Design Price Proposal for the Subject Building Project;

(e) Required Certificates of Insurance and Endorsements pursuant to the terms of this Agreement;

(e) Required Performance and Payment Bonds;

(f) Addenda, Modifications, Change Orders and Field Orders as issued to the Design-Builder by the Owner and agreed to by Design-Builder;

(g) Plans, specifications, and other design documents prepared by Design-Builder to perform and complete the Construction Work for renovation/construction of the Subject Building Project in an amount not exceeding the Guaranteed Maximum Price established as provided in Section 5.1 and approved by the City;

(h) All affidavits and forms included in the Documents Binder;

(i) Further amendments to the Contract as prepared in writing, signed by both the City and the Design-Builder; and

(j) The individual "Guaranteed Maximum Price" for renovation/construction of the Subject Building Project, as set forth in Article 5 of this Contract.

The Contract Documents are complimentary as to the design and construction of the Work; what is called for by one is called for by all. If during the performance of the Work, Design-Builder or any member of Design-Builder or any subcontractor finds a conflict, error or discrepancy in the Contract Documents, Design-Builder shall report the discrepancy to the City in writing at once before proceeding with the Work affected thereby. The City, upon receipt of such notice, will promptly investigate the circumstances and give appropriate instructions to the Design-Builder.

Until such instructions are given, any work done by the Design-Builder after the discovery of such conflict, error, or discrepancy, which is directly or indirectly affected by such conflict, error or discrepancy, will be at its own risk and it shall bear all costs arising therefrom. In resolving conflicts, errors or discrepancies, the City's instructions to the Design-Builder shall be the final interpretation of the requirements of the Contract Documents.

§1.4 – Successors and Assigns. Design-Builder shall not assign its rights under the Contract Documents, excepting its right to payment, nor shall it delegate any of its duties under the Contract Documents without Owner's written consent. Owner shall have the right to assign its rights under this contract, but any such assignment shall not relieve Owner of its obligations hereunder. Subject to the provisions of the immediately preceding sentence, Owner and Design-Builder, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this contract and to the successors, assigns and legal representatives of such other party with respect to all terms and conditions of this contract.

§1.5 – Governing Law; Venue; Attorneys' Fees. This Contract shall be governed by the laws of the State of Florida. Venue for any litigation arising hereunder shall be exclusively in the state courts in and for Polk County, Florida. The prevailing party in any litigation arising hereunder shall be entitled to recover its reasonable attorneys' fees, costs and expenses of suit, trial and appellate.

§1.6 – Limitation on Municipal Indemnity. To the extent that any of the Contract Documents call for Owner to indemnify Design-Builder, or any party, or to the extent that any transaction made in the course of renovation/construction of the Subject Building Project requires the Owner to indemnify any third-party, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:

"provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Owner under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of the Agreement between Owner and Design-Builder dated February 13, 2023."

The addition of this language pursuant to this Agreement shall not be construed to create Owner indemnifications where none are expressly made in the terms and conditions of the Contract Documents, nor shall it create indemnifications where none are expressly made in the terms and conditions of any transaction made in the course of renovation/construction of the Subject Building Project, whether implied or otherwise. Provided however that such language is not intended to exclude and does not exclude any liability in contract that the Owner may have to Design-Builder under this Agreement.

§1.7 – Severability. Should a court or other competent authority render invalid any provision of this Agreement, the parties agree that this shall not in any manner affect the enforceability of the other provisions herein.

§1.8 – Neutral Interpretation. Any controversy over the construction of this Contract shall be decided neutrally and without regard to events of authorship or negotiation.

§1.9 – Section Headings. Any section or paragraph headings appearing in this Contract have been inserted for the sole purpose of convenience and ready reference of the parties. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections and paragraphs to which they may pertain.

§1.10 – Compliance with Applicable Laws Including But Not Limited To Public Records Laws.

(a) The Design-Builder agrees to comply with all federal, state, and local laws or ordinances applicable to all of the provisions of the Contract (including, but not limited to, building codes, fire and safety regulations, and environmental regulations) and specifically acknowledges the applicability of the Public Records provisions of Florida law found in Chapter 119, Florida Statutes and as more specifically set forth in this Paragraph below. The Design-Builder represents and warrants unto the Owner that no elected official, officer, employee, or agent of the Owner has any interest, either directly or indirectly, in the business of the Design-Builder to be conducted hereunder. The Design-Builder further represents and warrants to the Owner that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Builder, to solicit or secure this Contract, and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value to any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Design-Builder, in consideration for or contingent upon, or resulting from the award or making of this Contract. Further, the Design-Builder also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Contract. It is absolutely understood and agreed by the Design-Builder that, for the breach or violation of this Paragraph, the Owner shall have the right to terminate this Contract without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any value paid by the Design-Builder. The Design-Builder shall also require, by contract, that all subcontractors shall comply with the provisions of this Paragraph.

(b) Public Records. Design-Builder agrees to:

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, 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 Chapter 119 of the 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 contract term and following completion of the contract if the Design-Builder does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Design-Builder or keep and maintain public records required by the public agency to perform the service. If the Design-Builder transfers all public records to the public agency upon completion of the contract, the Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Builder keeps and maintains public records upon completion of the contract, the Design-Builder 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.

IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LATONYA HARRIS, CITY HISTORIAN AND ARCHIVIST / DEPUTY CITY CLERK, WINTER HAVEN CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, lharris@mywinterhaven.com, 451 THIRD STREET, N.W., WINTER HAVEN, FLORIDA 33881.

If the Design-Builder does not comply with a public records request, Owner shall enforce the contract provisions which may include immediate termination of contract.

§1.11 – Notices. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified mail with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Agreement, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three days after the date of postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next business day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

To Owner: City of Winter Haven
Attention: Cedric Cox, Sr.
Assistant Director of Economic Opportunity & Community Investment
451 Third Street NW
Winter Haven, FL 33881

With a copy to:	Frederick J. Murphy, Jr., Esquire
(which shall not	City Attorney
constitute notice)	Boswell & Dunlap LLP
	245 South Central Avenue
	Bartow, FL 33830
To Design-Builder:	E. Ryan Whitehead
	President
	Whitehead Construction
	601 6th Street, S.W.
	Winter Haven, FL 33880
With a copy to:	Matthew D. Alexander, Esquire
(which shall not	Alexander Donalson, PLLC
constitute notice)	250 3rd Street, N.W., Suite 102
	Winter Haven, FL 33881-4605

§1.12 – No Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with, or any rights in favor of, any third party, including any Subcontractor.

§1.13 – Exhibits. All exhibits annexed hereto are incorporated by reference and made a part of the Contract and the Contract Documents.

§1.14 – Use of Term "Including". The terms "including", "includes", and their derivatives are not intended as terms of limitation, and shall be deemed in each instance to be followed by the phrase "without limitation."

§1.15 – Waiver. No waiver by Owner of any one or more defaults by Design-Builder in the performance of the provisions of this Contract shall be construed as a waiver of any other defaults, whether of a like kind or different nature. No waiver by Design-Builder of any one or more defaults by Owner in the performance of the provisions of this Contract shall be construed as a waiver of any other defaults, whether of a like kind or different nature.

§1.16 – Mediation of Disputes. In the event a dispute arises between the parties to the Contract as to any of the provisions of the Contract Documents, the performance due under the Contract Documents, or the Contract as a whole, the parties agree that upon the written request of either party, they will attempt to resolve the dispute through non-binding mediation. Each party agrees to participate in the mediation as soon as possible after a request is made and to participate in good faith. The parties further agree that the mediation will be conducted by a Mediator certified by the Supreme Court of Florida and shall be held in Polk County, Florida. The mediator will be chosen by the Owner and Design-Builder and the parties participating in the mediation will share the Mediator's fee equally.

§1.17 – Merger. The Contract between the Owner and Design-Builder, evidenced by the

Contract Documents as a complete set (to include this Agreement), represents the entire agreement between Owner and Design-Builder and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. Subject only to properly issued Change Orders, the Contract may be amended only by written instrument signed by both Owner and Design-Builder and approved by the Owner's governing body.

§1.18 – Document Ownership; Reuse by Owner/City. Neither Design-Builder, nor any subcontractor, manufacturer, fabricator, supplier, distributor, or other person or organization (other than the Owner) shall have or acquire any title to or ownership rights in any of the drawings, specifications, plans, other design documents or other documents (or copies of any thereof) prepared by or bearing the seal of the Design-Builder to renovate/construct the Subject Building Project; and they shall not be reused on extensions of building once renovated/constructed, or any other project, nor shall they be generally published without the written consent of the Owner. All drawings, specifications and other documents prepared in conjunction with the Work. The renovation/construction of the Subject Building Project shall be considered a "work made for hire" and as such, the sole property of the Owner and the Owner may reuse them at no additional expense, provided however that the Design-Builder shall not be liable for the City's reuse of any such documents on a project other than that for which such documents were prepared.

§1.19 – Independent Contractor. Design-Builder shall perform all work under the Contract as an Independent Contractor and shall not be considered an agent of the City, nor shall any of Design-Builder's subcontractors or suppliers or employees be considered agents of the City. Design-Builder and not the City shall be solely responsible to any and all subcontractors and suppliers and those employed by them for their costs, expenses, fees and profits, if any, in performing any of the work required by this Contract.

§1.20 – Owner's Reserved Right to Dispute Invoice, Work to Proceed. Owner may, within ten days of its receipt of an invoice, reasonably and in good faith dispute the amount of the invoice, and withhold payment on such disputed amount. Should Owner exercise this right, work and/or services shall proceed in the normal course without regard to payment or non-payment of the disputed portions of the invoice, *provided however*, that Owner shall remit the non-disputed portions of the invoice to Design-Builder.

§1.21 – Limitations on Owner's Responsibilities. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used or the adjectives "reasonable", "suitable", "acceptable", "proper", "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgment of Owner as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Owner any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility for Design-Builder's means, methods, techniques, sequences, procedures of construction, or for Design-Builder's acts or omissions, including the acts or omissions of any of Design Builder's subcontractors or suppliers.

§1.22 - **Required Clauses.**

Pursuant to Florida Statutes, the following provisions are added to the Contract Documents:

(a) *Convicted Vendor List.* A person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity, in excess of $35,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List. Design-Builder acknowledges that it is not on the State of Florida Convicted Vendor List and that it is eligible to enter into the Contract, the Contract Documents, and the resulting contract with the City.

(b) *Scrutinized Companies.* Section 287.135, Florida Statutes, prohibits the City from contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Cuba or Syria. Design-Builder acknowledges that it is not on the State of Florida Scrutinized Companies that Boycott Israel list, is not presently engaged in a boycott of Israel, is not on the State of Florida Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria.

(c) *E-Verify.* By contracting with the City, the Design-Builder becomes obligated under Florida law to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the Design-Builder and any subcontractor hired by the Design-Builder. If the Design-Builder enters into a contract with a subcontractor, the subcontractor must provide the Design-Builder with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Contract, the Contract Documents, and all purchase orders if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Design-Builder, the Design-Builder may not be awarded a public contract for a period of one (1) year after the date of termination.

(d) *No Consideration of Social, Political, and Ideological Interests.* The provisions of Section 287.05701 of the Florida Statutes prohibit local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible

vendor.

(e) *Contracting with Foreign Entities.* By executing this Contract, Design-Builder certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Design-Builder certifies that no government of a Foreign Country of Concern has a "controlling interest" in Design-Builder as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Design-Builder organized under the laws of a Foreign Country of Concern, nor does the Design-Builder have its principal place of business located in a Foreign Country of Concern. If this Contract permits the Design-Builder to access the personal identifying information of any individual, Design-Builder agrees to notify the City in advance of any contemplated transaction that would cause Design-Builder to be disqualified from such access under Section 287.138 of the Florida Statutes. Design-Builder agrees to furnish the City with an affidavit signed by an officer or representative of the Design-Builder under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

(f) *No Coercion for Labor or Services.* By executing this Contract, Design-Builder certifies, pursuant to Section 787.06(13), Florida Statutes under penalty of perjury, that it does not obtain labor or services by the use of coercion, by using or threatening to use physical force against any person; by restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; by using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; by destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; by causing or threatening to cause financial harm to any person; by enticing or luring any person by fraud or deceit; or by providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person. Design-Builder agrees to furnish the City with an affidavit signed by an officer or representative of the Design-Builder under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

* * * * *

ARTICLE 2
THE WORK

§2.1 – The Work; Phased Contract. The "Work" shall be that work required of Design-Builder by the Owner to design, renovate/construct and deliver the Subject Building Project, as directed by Owner, pursuant to this Contract. For renovation/construction of the Subject Building Project, Owner and Design-Builder agree to "phase" this Contract into two separate portions of the Work:

> The "*Design Phase*" wherein the Design-Builder will perform services to deliver to the Owner its design for the Subject Building Project, and all related materials, including, but not limited to, design documents, concept drawings, plans, materials documents and specifications; and
>
> The "*Construction Phase*" wherein the Design-Builder will perform construction services to physically renovate/construct and deliver the finished Subject Building Project.

For the Subject Building Project, all Work for the Design Phase and the Construction Phase shall be delivered as more particularly set forth in this Agreement and for a Guaranteed Maximum Price, in an amount as more specifically set forth in Paragraph 3.5 and Article 5 of this Agreement, plus any change orders issued in accordance with the terms of this Agreement and less any Owner credits as described herein. As stated in Paragraph 3.5 and Article 5 of this Agreement, a Guaranteed Maximum Price shall be established.

§2.2 – Design Phase. Subject to, and in accordance with the terms and provisions of the Contract Documents, during the Design Phase for the Subject Building Project the Design-Builder agrees to:

(a) Design the redevelopment of the Subject Building Project, including drafting all plans, renderings, specifications, technical specifications ("01" documents) and other design documents necessary for the timely renovation/construction of the same in accordance with the Contract Documents;

(b) Develop a timetable for renovation/construction of the Subject Building Project, in consultation with the Owner;

(c) Perform Architectural and Engineering phase services for the Owner;

(d) Deliver six (6) paper sets and one (1) electronic set (in a general computer-readable format on compact disc) of completed Owner approved design documents, to include plans, specifications, and other design documents necessary for the issuance of appropriate building permits;

(e) Develop, in conjunction with the Owner, a "Guaranteed Maximum Price" for renovation/construction and completion of the Subject Building Project which shall be the amount to which both the Owner and Design-Builder agree is necessary to construct and deliver the building to the Owner (such Work being satisfactory in nature to the Owner and all governmental authorities having jurisdiction thereof), and as more specifically set forth in Paragraph 5.1 of this Agreement, exclusive of the Design Price in Paragraph 3.6 of this Agreement;

(all of which are the "Design Phase Requirements").

§2.3 – Construction Phase. Subject to, and in accordance with the terms and provisions of the Contract Documents, during the Construction Phase for the Subject Building Project, for a Guaranteed Maximum Price, exclusive of the Design Price, the Design-Builder agrees to:

(a) Timely renovate the Subject Building Project for not more than the Guaranteed Maximum Price in accordance with the Contract Documents, the plans, specifications and technical specifications;

(b) Promptly begin renovating/constructing the Subject Building Project after issuance of the "Notice to Proceed with Construction" by the Owner;

(c) Adhere to a developed and approved Construction Timetable for the Subject Building Project, determined during the Design Phase as set forth in Paragraph 2.2(b) of this Agreement;

(d) Pay for all labor, supervision, materials, supplies, furnishings, equipment and things required by the Contract Documents in the renovation/construction of the Subject Building Project;

(e) Obtain and pay for all required permits for the renovation/construction of the Subject Building Project in question from all government agencies with jurisdiction, including, but not limited to, the Florida Department of Transportation, the Southwest Florida Water Management District, Polk County Health Department, the Florida Department of Environmental Protection, and the City of Winter Haven;

(f) Perform Services at a level consistent with the standards and quality prevailing among construction management, design-build and general contracting firms of superior knowledge, skill and experience engaged in projects of similar size and complexity;

(g) Carry out and complete Services in an efficient, economical and timely manner, as expeditiously as is consistent with the level of skill and care required hereby and the interests of Owner, and in accordance with the Contract Documents;

(h) Achieve Substantial Completion of the building in question on or before the date

set for Substantial Completion in the Guaranteed Maximum Price provisions of this Agreement;

(i) Achieve Final Completion of the building in question on or before the date set for Final Completion in the Guaranteed Maximum Price provisions of this Agreement; and

(j) Deliver to the Owner two complete sets of as-built drawings of the Subject Building Project upon final acceptance of the same by the Owner.

(all of which are the "Construction Phase Requirements").

§2.4 – Contiguous Work. Design-Builder shall review and take into consideration all known contiguous work to be performed by other parties arising from any causes whatsoever. The Owner shall not consider any delays in the Work caused by said known contiguous work.

§2.5 – Duty to Correct. Design-Builder shall promptly correct any errors, omissions, deficiencies, or conflicts in its Services and the Work at its own cost and without additional compensation or reimbursement, and Design-Builder shall not be compensated or reimbursed for performing any Services necessitated by its failure to perform in accordance with the Contract Documents.

§2.6 – Design-Builder to Provide / Procure Necessary Items. Design-Builder agrees to provide all the professional design services, labor, material, supplies, equipment, transportation, apparatus, light, utilities, scaffolding, and tools necessary for the proper renovation/construction and completion of the Subject Building Project.

§2.7 – Assurances and Representations.

(a) The Design-Builder hereby represents and warrants to the Owner that it is skilled and experienced in the renovation/construction of projects of the type depicted in the Contract Documents and that the Design-Builder, by careful examination has satisfied itself as to the general area in which the improvements comprising the Subject Building Project are to be located, including, but not by way of limitation, climate conditions, soil conditions, available labor supply and cost, all local governmental requirements and available equipment supply and cost as well as other items which in the Design-Builder's judgment could in any manner affect the timely performance of the Work.

(b) Design-Builder recognizes the relationship of trust and confidence established between it and the Owner by the Contract Documents. It covenants with the Owner to furnish its best skill and judgment, to cooperate with the Owner to incorporate in the Work only materials which shall be new and of the best kind of grades to be specified to insure that all workmanship shall be to the best of the recognized standards known to the various trades, to furnish efficient business administration and supervision, to keep at all times an adequate supply of workers and materials at the site and to prosecute the completion of the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the Owner.

(c) It shall be Design-Builder's sole responsibility to evaluate any and all topographical surveys, soil tests, drainage plans and any other engineering reports, plans or tests required to ensure that sufficient information is available for the completion of the Work. Any additional work, regardless of the nature and scope, required as a result of said surveys, tests, reports or plans in order to complete the Work shall be performed at Design-Builder's expense.

(d) Before ordering any material or doing any work, the Design-Builder shall verify all measurements at the existing site and insure the correctness of the same. No additional compensation shall be allowed or paid on account of any difference between actual dimensions and measurements indicated in the Contract Documents, plans, specifications and other design documents. Any differences found shall be submitted to the Owner for instructions before proceeding with the Work.

ARTICLE 3
DESIGN PHASE PARTICULARS

§3.1 – Design to be Complimentary. Design-Builder shall ensure that any plans, specifications, or other design documents created by it or any subcontractor, shall be complimentary to the Contract Documents. If during the performance of the Work, Design-Builder or any member of Design-Builder or any subcontractor finds a conflict, error or discrepancy between the plans, specifications, or other design documents, and the Contract Documents, Design-Builder shall report the discrepancy to the City in writing at once before proceeding with the Work affected thereby. The City, upon receipt of such notice, will promptly investigate the circumstances and give appropriate instructions to the Design-Builder. Until such instructions are given, any work done by the Design-Builder after the discovery of such conflict, error, or discrepancy, which is directly or indirectly affected by such conflict, error or discrepancy, will be at its own risk and it shall bear all costs arising therefrom. In resolving conflicts, errors or discrepancies, the City's instructions to the Design-Builder shall be the final interpretation of the requirements of the Contract Documents.

§3.2 – Documents to be Approved by City. Design-Builder shall timely submit to the City, for review and approval, schematic design documents including, but not limited to, site plans, floor plans, elevations, sections and outline specifications which are based on and comply with the Contract Documents and Design Criteria Package, which is a part of RFQ 24-38. Design-Builder shall timely submit to the City, for review and approval, design development documents including, but not limited to, site plans, floor plans, elevations, enlarged floor plans, miscellaneous details, and updated outline specifications which are based on and comply with the Contract Documents, Design Criteria Package and the City-approved schematic design documents. Design-Builder shall timely submit to City, for review and approval, final plans and specifications which shall be based on and in compliance with the Contract Documents, Design Criteria Package, and the City-approved design development documents.

§3.3 – Design-Builder to Remain Liable for Design. Design-Builder shall remain fully liable to City for the adequacy of the plans and specifications and other documents, the ultimate and acceptable design and construction of the Work required by Owner, and for any errors and omissions that may exist thereon, whether the work is done in house by Design-Builder, by joint venture, or by retention of a design professional by the Design-Builder.

§3.4 – Commencement of Design Phase Work; Substantial Completion of A/E Work and Completion of Design-Phase Requirements Dates; Liquidated Damages.

(a) *Design Phase work for the Subject Building Project.* The Design Phase for the Subject Building Project is a single project.

(b) *Commencement of Design Phase work*. Work shall commence on the Design Phase Requirements for the Subject Building Project within three (3) calendar days of the ***date of issuance*** of a "Notice to Proceed With Design Work" by Owner, identifying the Subject Building Project and portion of the Project to be designed.

(c) *Substantial Completion of A/E work*. Substantial Completion of the Architectural and Engineering work identified in the Design Phase Requirements for said building shall be achieved not later than one hundred fifty (150) consecutive calendar days from the ***date of issuance*** of the "Notice to Proceed With Design Work" by Owner for the Subject Building Project.

(d) *Completion of Design Phase Requirements.* Completion of the Design Phase Requirements for the Subject Building Project shall be achieved not later than fifteen (15) consecutive calendar days from the ***date of Substantial Completion of A/E Work*** for the building.

(e) *Time of the Essence*. Time is of the essence of this Contract.

(f) *Extensions of Substantial Completion of A/E Work and Completion of Design—Phase Requirements Dates*. Extensions of time for Design-Builder to achieve Substantial Completion of A/E Work and Completion of Design Phase Requirements shall be equitably awarded by Owner-issued Change Order if an unexpected delay in achieving Substantial Completion and Completion is attributable to a party other than the Design-Builder.

(g) *Liquidated Damages*. Owner and Design-Builder, recognizing that time is of the essence of this Contract, agree that Owner will suffer financial loss if the Design Phase Requirements are not completed within the time frames specified in this Article, plus any extensions thereof. They also recognize the delays, expense and difficulty involved in proving in a legal proceeding the actual loss incurred by Owner if the Design Phase Requirements are not completed timely. Accordingly, instead of requiring any such proof, Owner and Design-Builder agree that as liquidated damages for delay (but not as a penalty) Design-Builder shall pay Owner the sum of Two Hundred Fifty Dollars and no cents ($250.00) for each day that expires after the time specified for Substantial Completion of A/E Work has expired. Further, Design-Builder shall pay Owner the sum of Two Hundred Fifty Dollars and no cents ($250.00) for each day that expires after the time specified for Completion of Design Phase Requirements has expired. Owner may

retain liquidated damages owed to Owner by Design-Builder under this provision from Design-Builder's compensation.

§3.5 – Design Price; Progress Payments.

§3.5.1 – *Design Price for renovation/construction of the Subject Building Project.* The Owner shall pay the Design-Builder in current funds for the Design Work for renovation/construction of the Subject Building Project the total not to exceed sum of Three hundred fifty-five thousand nine hundred thirty dollars and no cents ($355,930.00) for the performance of the Design Phase Requirements. Monthly Progress Payment installments of the lump-sum Design Price, if applicable, shall be based on the percent completion of the overall Design Phase Requirements in accordance with the approved Design Phase Schedule of Values created pursuant to Paragraph 3.5.2 of this Agreement.

§3.5.2 – *Design Phase Schedule of Values.* For the Subject Building Project, in order to determine the percent completion of the overall Design Phase Requirements, the Design-Builder, within seven (7) days of entry into this Agreement, shall submit to the Owner for approval a proposed CSI-Formatted Design Phase Schedule of Values detailing the expected completion dates for the Design Phase Requirements. Once approved by Owner, the Design Phase Schedule of Values shall be incorporated in and made part of this Agreement and such Schedule shall control the timing of and amount of the Progress Payment to be made to the Design-Builder for Work on the design of the Subject Building Project. Owner shall have no liability for any expenses of Design-Builder beyond payment of the Progress Payment amount noted in the Design Phase Schedule of Values. Design-Builder shall not be entitled to receive additional compensation from Owner beyond that amount noted in the Design Phase Schedule of Values.

§3.6 – Construction Timetables. For the Subject Building Project, Design-Builder shall, after Completion of the Design Phase, but prior to the initiation of the Construction Phase, develop and submit a proposed Construction Timetable to the Owner detailing the expected completion date for the Renovation/Construction Phase Requirements. The Construction Timetable shall be sufficiently detailed and shall describe proposed partial completion points and due dates for filing Documents Binder paperwork with the Owner. Further, the Construction Timetable shall specify the dates for Substantial Completion and Final Completion for the Subject Building Project as identified in accordance with the Construction Documents and Article 4 herein. After development of the Construction Timetable, and subsequent approval thereof by the Owner, the Renovation/Construction Timetable shall control the progress of construction for the Subject Building Project. NOTE: THE OWNER WILL NOT ISSUE A NOTICE TO PROCEED WITH CONSTRUCTION UNTIL THE DESIGN-BUILDER SUBMITS AND OBTAINS AN APPROVED CONSTRUCTION TIMETABLE.

ARTICLE 4
CONSTRUCTION PHASE PARTICULARS

§4.1 – Reporting Anticipated Delays During Construction Phase. Design-Builder is responsible for assuring that the contract will be completed on a timely basis in accordance with

the established Construction Timetable for said building. No extension of time will be granted unless the delay is caused by acts of the Owner (as stated in Paragraph 14.2 herein) or by unusual and unforeseeable "Acts of God" beyond the Design-Builder's control that makes it impossible to proceed with any of the work (e.g. Acts of God include unavoidable labor disputes, unavoidable inability to procure materials, failure of power not resulting from the Owner's or Design-Builder's actions or omissions, restrictive governmental laws enacted or taking effect after the Effective Date of this Agreement, riots, insurrections, wars, fire, or other reason of a like nature not the fault of the party delayed in doing work or doing acts required under the Contract Documents, hurricanes, unusually severe and prolonged bad weather). In the event of such Acts of God, then performance of such acts will be excused for the period of delay and the period for the performance of any such acts will be excused for the period of delay. In no event will problems with Subcontractors, suppliers or employees entitle the Design-Builder to an extension of the contract times or deadlines. Note, compensation for delays caused by the Owner is recoverable only as described in Paragraph 14.2 herein.

§4.1.1 – Design-Builder shall, within ten (10) days from the beginning of such delay, submit written notification to the Owner of the causes of the delay. If Design-Builder fails to give such written notice, within ten days of the beginning of such delay no claim for extension will be considered. Oral notification of delays will not be sufficient. Notification of delay due to unusually severe and prolonged bad weather shall be documented by data substantiating that weather conditions were abnormal for the period of time and did adversely impact the construction schedule.

§4.1.2 – The Owner shall review such notification if an extension is requested by the Design-Builder and may extend the completion date if the Owner reasonably concludes that the facts justify such an extension.

§4.1.3 – Delays, which are excusable under the terms of this Contract, shall not excuse the Design-Builder from timely completing portions of the Contract which are not materially affected by the delay.

§4.2 Schedule of Values. Within fourteen (14) days after the date Owner approves design documents for the construction of no less than ninety percent (90%) for the Subject Building Project, Design-Builder shall submit to the Owner for approval a proposed Construction Phase Schedule of Values detailing the expected completion dates of targets previously approved by Owner in the Construction Timetable. Once approved by Owner, the Construction Phase Schedule of Values shall be incorporated in and made part of this Agreement and such Schedule shall control the timing of and amount of the Progress Payment to be made to the Design-Builder for the Work performed in renovation/construction of building. Unless otherwise provided by this Contract, Owner shall have no liability for any expenses of Design-Builder beyond payment of the Progress Payment amount noted in the Construction Phase Schedule of Values. Design-Builder shall not be entitled to receive additional compensation from Owner beyond that amount noted in the Construction Phase Schedule of Values unless, pursuant to this Contract, Design-Builder is entitled to additional compensation. OWNER'S APPROVAL OF ANY SCHEDULE SHALL ONLY INDICATE OWNER'S ACKNOWLEDGMENT OF THE DATES CONTAINED THEREIN AND SHALL NOT CONSTITUTE RATIFICATION OR APPROVAL OF THE ACCURACY,

ADEQUACY, OR LOGIC OF THE SCHEDULE, OR OF THE MEANS, METHODS, MANNER OR SEQUENCE OF WORK CONTAINED IN THE SCHEDULE.

§4.3 Commencement of Construction Phase Work; Substantial and Final Completion Dates; Liquidated Damages.

(a) *Commencement of Construction Phase work*. Renovation/construction work shall commence on the Subject Building Project within fourteen (14) days of the ***date of issuance*** of a "Notice to Proceed With Construction Work" by Owner and receipt of all permits for the applicable building, which will not be issued until after the completion of the Design Phase Requirements for the Subject Building Project.

(b) *Substantial Completion*. The date of Substantial Completion of the Subject Building Project shall be established and agreed upon by both parties during the relevant Design Phase but not later than fourteen (14) days after the date of issuance of the "Notice to Proceed with Construction of Work" by Owner or the issuance of all permits needed to perform the Construction Work, whichever occurs later. Design-Builder agrees to apply for all permits within ten (10) days after the completion of the relevant Design Phase and diligently pursue the issuance of said permits.

(c) *Final Completion*. Final Completion of of the Subject Building Project shall be achieved not later than thirty (30) consecutive calendar days from the ***date of Substantial Completion***.

(d) *Time of the Essence*. Time is of the essence of this Contract.

(e) *Liquidated Damages*. Owner and Design-Builder, recognizing that time is of the essence of this Contract, agree that Owner will suffer financial loss if the Subject Building Project is not completed within the time frames specified in this Agreement, plus any extensions thereof. They also recognize the delays, expense and difficulty involved in proving in a legal proceeding the actual loss incurred by Owner if building is not completed timely. Accordingly, instead of requiring any such proof, Owner and Design-Builder agree that as liquidated damages for delay (but not as a penalty) Design-Builder shall pay Owner the sum of Five Hundred Dollars and no cents ($500.00) for each day that expires after the relevant time specified for Substantial Completion has expired. Further, Design-Builder shall pay Owner the sum of Five Hundred Dollars and no cents ($500.00) for each day that expires after the relevant time specified for Final Completion has expired. Owner may retain liquidated damages owed to Owner by Design-Builder under this provision from Design-Builder's compensation.

(f) *Partial Acceptance.* The Owner has the option to accept and enjoy beneficial use of portions of the Work, which are substantially complete before the building is completed. In the event such partial acceptance occurs, liquidated damages will not be nullified or excused but will continue until Substantial Completion of the Subject Building Project. Commencing on the date of Partial Acceptance and subject to the entire building being complete to the extent of allowing the Owner to open the building as scheduled, the Owner shall reduce unaccumulated liquidated damages by a percentage which equals the ratio of the value of the accepted portion of the Work to the total value of the Subject Building Project as determined by the Schedule of Values. Nothing

herein shall obligate the Owner to accept portions of the building prior to Substantial Completion of the entire building.

ARTICLE 5
GUARANTEED MAXIMUM PRICE

§5.1 – Guaranteed Maximum Price. This is a guaranteed not-to-exceed pricing contract. Owner has allocated an amount not to exceed Four Million Dollars and no cents ($4,000,000.00) for the performance and completion of the Design and Construction Work and the delivery of the Subject Property to the Owner free of all liens of any kind, including, but not limited to, any and all liens that may be placed on the Subject Building Project by Design-Builder, Design-Builder's subcontractors or subconsultants, and materialmen or workers. If this Contract proceeds, as anticipated and as provided below, Design-Builder shall deliver the building ready and suitable for occupation and its intended uses by Owner for an amount of compensation not to exceed a figure to be known as a "Guaranteed Maximum Price" which will be the amount to be charged by Design-Builder and paid by Owner for the completion of the Subject Building Project renovation/construction Work (the "Guaranteed Maximum Price"), provided that in no event shall Owner be required to agree to a Guaranteed Maximum Price for renovation of the Subject Building Project at a Guaranteed Maximum Price that exceeds $4,000,000.00. Subject to the foregoing, the Owner and Design-Builder shall have up to thirty (30) days after the approval of ninety percent (90%) of the Design Phase Work for the Subject Building Project within which to agree to and establish the Guaranteed Maximum Price for renovation/construction work. Design-Builder warrants to the Owner that if the Guaranteed Maximum Price for the Work on the Subject Building Project is established such Price shall be the maximum amount payable for the performance of the renovation/construction work, specifically including the Construction Phase requirements, and delivery of the Subject Building Project to Owner free of all liens of any kind, including but not limited to, any and all liens that may be placed thereon by the Design-Builder, Design-Builder's subcontractors or subconsultants, and materialmen or workers. Notwithstanding, the establishment of a Guaranteed Maximum Price by subsequent amendment, such Price shall be subject to appropriate credits due Owner and/or Design-Builder as set forth in this Contract. If Owner and Design-Builder agree, the contemplated Guaranteed Maximum Price Amendment shall be completed, approved and executed and this Contract as amended shall proceed. If Owner and Design-Builder are unable to agree to a Guaranteed Maximum Price for the Subject Building Project, either Owner or Design-Builder may, upon notice to the other, terminate this Contract in which case the Design-Builder shall complete all pending Design Work as directed by Owner and be paid for all Design Work that is completed, and thereafter Owner and Design-Builder shall be released from any further liability to each other under this Contract for any Construction Phase Services that the Owner has not directed the Design-Builder to complete. In that event, Owner and Design-Builder agree to cooperate with each other in the delivery to Owner of Design Work performed, and for any renovation/construction work in progress, and paid for by Owner including but not limited to, Design Work product and any permits obtained.

§5.2 – Items to be Included in Guaranteed Maximum Price. The Guaranteed Maximum Price, once established, shall be deemed by the Owner to include all aspects of renovating/constructing the Subject Building Project, including, but not limited to, the Design-Builder's overhead and profit or fee of any kind. By way of illustration, and not limitation, the

following items shall be deemed by the Owner to be included in the Guaranteed Maximum Price:

(a) *Labor Costs*. All compensation (including reasonable bonuses approved by Owner in writing) for salaried or hourly personnel of Design-Builder directly engaged in the performance of the Work, or employed at the Subject Building Project, or engaged in estimating, drafting, engineering, expediting, scheduling, coordinating, purchasing, supervising, controlling, safety, quality, CAD, or information technology support for the Work, wherever stationed, including but not limited to the assigned Construction Executive, Director of Construction, Senior Project Manager, Project Manager, Assistant Project Manager, Superintendent and field personnel.

(b) *Costs of Materials and Equipment Incorporated in the Completed Construction*.

(1) Costs, including transportation, of materials and equipment incorporated or to be incorporated in the complete construction.

(2) Costs of materials in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage.

(c) *Costs of Other Materials and Equipment, Temporary Facilities and Related Items.*

(1) Costs, including transportation, installation, maintenance, dismantling, storage and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers.

(2) Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Design-Builder at the site, whether rented from the Design-Builder or others, and costs of transportation, installation, minor repairs and replacements, dismantling, storage and removal thereof. It is the expectation of the Owner that in calculating the Guaranteed Maximum Price, line items for such rental charges are not be in excess of 100% of the rates set forth in the latest edition of the *Rental Rate Blue Book for Construction Equipment* published by Primedia Information, Inc., unless equipment is rented from third parties specifically for the Work; the Owner specifically reserves the right to object to that portion of the Guaranteed Maximum Price, and receive a credit against the Guaranteed Maximum Price, in the event that Design-Builder utilizes rates in excess of those mentioned herein.

(3) Costs of removal of debris from the site.

(4) Reproduction costs, costs of telegrams, facsimile transmissions and long distance telephone calls, postage and express delivery charges, telephone services at the site for the Work.

(5) Costs for travel and subsistence expenses of the Design-Builder's personnel incurred in the performance of the Work, or any attendant duty to the Design—Builder's performance of the Work, including, but not limited to, costs for company owned trucks, trailers and equipment utilized by Design-Builder

(d) *Subcontract Costs*. Payments made by the Design-Builder to Subcontractors or Subconsultants in accordance with the requirements of the subcontracts for the Work; All expenses related to the engagement and/or termination of subcontractors/subconsultants and resultant expense increases, if any.

(e) *Miscellaneous Costs*.

(1) Costs of premiums for insurance and bonds.

(2) Sales, use or similar taxes imposed by any governmental authority which are related to the Work and for which the Design-Builder or Owner would be liable.

(3) Fees, assessments and all building permits and other permits, licenses and inspections for the Work.

(4) Fees of testing laboratories for tests required by the Contract Documents.

(5) Data processing and software costs related to the Work.

(6) Deposits lost for causes other than the Design-Builder’s negligence or failure to fulfill a specific responsibility to the Owner set forth in this Contract.

(7) Legal costs, other than those arising from disputes between the Owner and Design-Builder, Subcontractors and affiliates, reasonably incurred by the Design-Builder in the performance of the Work and with the Owner’s written permission, which permission shall not be unreasonably withheld.

(8) Expenses incurred in accordance with the Design-Builder's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

(9) Costs incurred by the Design-Builder in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons or property.

(10) Costs incurred by the Design-Builder in repairing or correcting damaged or nonconforming Work executed by the Design-Builder or its Subcontractors or suppliers;

(11) Mobilization and demobilization costs associated with the relevant station.

(12) Corporate safety inspection and related safety costs.

(13) Corporate quality inspection and quality assurance and control costs.

(14) Salaries and other compensation of the Design-Builder's personnel stationed at its principal office or offices other than the site office.

(15) Expenses of the Design-Builder's principal office and offices other than the site office.

(16) Overhead and general expenses.

(17) The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work.

(18) Costs due to negligence and/or malfeasance and/or other acts of the Design-Builder, Subcontractors, and/or any agents thereof or to the failure of the Design-Builder, Subcontractors, and/or any agents thereof to fulfill and/or perform the Work in accordance with this Contract.

(f) All other reasonably foreseeable costs and expenditures of Design-Builder in connection with the construction of the Work.

§5.3 – Expenses to be Documented; Billing Against Guaranteed Maximum Price. Design-Builder shall substantiate all expenditures with paid receipts and/or invoices as the Owner may reasonably request to determine the financial status of the Project at any time. As Design-Builder performs the Work necessary to deliver the Subject Building Project, the Design-Builder shall keep a running financial statement of all building expenses incurred to date to include, but not be limited to, all items mentioned in Paragraph 5.2 and its subparagraphs, broken down for said specific building. It is the expectation of the Owner that said building be delivered to the Owner, ready and suitable for occupation and Owner's intended uses at a final cost to Owner of less than the Design-Builder's Guaranteed Maximum Price (but for no more than the Guaranteed Maximum Price, absent an Owner Directed Adjustment in the scope of Work).

§5.4 – Owner Directed Adjustments in Scope of Work. The Owner may, without invalidating the Contract, unilaterally alter, add or deduct from the Design Work and/or Construction Work by issuing an Owner Directed Adjustment. In the event that the Owner issues an Owner Directed Adjustment to the Design-Builder, Design-Builder and Owner shall agree on an appropriate adjustment to the relevant Guaranteed Maximum Price. This provision shall not be interpreted to authorize an increase in a Guaranteed Maximum Price in the event that Owner rejects Design Work and/or Construction Work performed by Design-Builder or Design-Builder's subcontractors/subconsultants.

§5.5 – No Automatic Adjustments to Guaranteed Maximum Price. Nothing in this Agreement shall be construed to allow and/or authorize the payment to the Design-Builder of any monies in excess of the Guaranteed Maximum Price for said building absent an Owner Directed Adjustment or an authorized Amendment to the Contract Documents.

§5.6 – Guaranteed Maximum Price Credits. Owner shall be entitled to credits against the Guaranteed Maximum Price for the following items:

(a) *Unused Excess Materials*. Unused excess materials, if any, shall be handed over to

the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder or returned to the supplier. Amounts realized, if any, from such sales or returns shall be credited to the Owner as a deduction from the relevant Guaranteed Maximum Price.

(b) *Discounts, Rebates and Refunds*. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment and a waiver of any applicable building permit fees, if any, shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be secured. Amounts which accrue to the Owner in accordance with the provisions of this Paragraph shall be credited to the Owner as a deduction from the relevant Guaranteed Maximum Price.

(c) *Realized Cost Savings and Tax Exempt Purchases*. Cost savings achieved through Value Engineering, reduction in the price of materials, or other cost savings mechanisms shall be shared between Owner and the Design-Builder with 60% of all savings being credited to the Owner and 40% of all savings being retained by Design-Builder. Notwithstanding anything in the Contract Documents to the contrary, Owner, as a tax exempt Florida municipal corporation, may purchase materials for use in the Work and 100% of any savings realized by the Owner purchasing materials for use in the Work shall be credited to the Owner as a deduction from the relevant Guaranteed Maximum Price for the building where the materials are incorporated.

§5.7 – Progress Payments. Monthly Progress Payments shall be based on the percent completion of the overall Construction Phase Requirements in accordance with the Schedule of Values and the Construction Timetable, as further described in Paragraphs 3.6 and 4.2 herein. In no event shall any interest be due and payable to Design-Builder on sums retained by the Owner pursuant to any of the terms or provisions of this Agreement or the Contract Documents.

§5.8 – Owner's Reserved Rights Not to Transfer Authority Over Means and Methods. The Owner's reserved rights under this Article to direct changes in the scope of Work or to determine pricing under this Agreement shall not in any way transfer or assign Design-Builder's exclusive authority over the means, methods and manner of conducting construction activities. Owner specifically disclaims any liability for means, methods and manner of conducting construction activities relating to the Work.

ARTICLE 6
PROCUREMENT OF SUBCONTRACTS, MATERIALS AND SERVICES

§6.1 – Approval of Subcontractors. Design-Builder shall not subcontract for any part of the Services or Work with any Subcontractor or Consultant (including affiliates and subsidiaries of Design-Builder) who is not properly licensed or against whom Owner has a reasonable objection. Design-Builder shall provide Owner's Representative with such written information as Owner deems necessary in order to determine whether to object to the Design-Builder's hiring of any Subcontractor or consultant, including proof of license. If no objection is interposed by the Owner within fifteen (15) days of its receipt of such information, Owner shall be deemed to have no such objection and Design-Builder may execute such Subcontract and shall furnish Owner a copy of same.

§6.2 – Subcontract Requirements.

(a) All Subcontracts shall afford Design-Builder rights against its Subcontractors which correspond to the rights afforded to Owner against Design-Builder herein, including those rights of contract suspension, termination, replacement of unsatisfactory personnel at Owner's request, and documentation of Subcontractor charges as set forth herein. Except as otherwise approved by Owner in writing, all Subcontracts shall provide for the retention of ten percent (10%) of amounts earned under the Subcontracts ("Subcontract Retainage"), and Owner shall not be responsible for releasing, paying, or compensating Design-Builder any amount on account of such Subcontract Retainage until such time as specified by this Contract for release of retainage.

(b) *Employment Eligibility.* The Design-Builder is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." 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. Failure of the Design-Builder to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the Design-Builder must immediately terminate their subcontract with the subcontractor. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Design-Builder, the Design-Builder may not be awarded a public contract for a period of ONE (1) year after the date of termination.

§6.3 – Coordination of the Subcontracts. Owner does not assume any responsibility for defining the limits on any Subcontracts on account of the arrangement of the specifications or plans. As part of the bidding and award of Subcontracts, Design-Builder shall ensure that the Subcontracts are coordinated so that all of the Work is properly and clearly allocated among, and assigned to, Design-Builder and Subcontractors without omission, conflict, or duplication. Design-Builder shall carefully review all Subcontracts to ensure: (a) that all subcontracted parts of the Work are assigned to appropriate Subcontractors; (b) that, unless provided for by Design-Builder, provisions are made for temporary facilities and utilities necessary for the performance of the Work and for said building site facilities necessary for Design-Builder and Owner to perform their duties in the management, inspection, and supervision of the Work; (c) that responsibility for said building safety programs is properly assigned; (d) that they are in compliance with Applicable Laws; and (e) that they are in compliance with Owner's and Design-Builder’s Guidelines, if any.

§6.4 – Design-Builder Responsible for Acts of Subcontractors. Design-Builder shall be responsible for any and all acts, defaults, omissions or negligence of Subcontractors and consultants, and shall be and remain liable and obligated to Owner for all Services, Work, materials and other items subcontracted. It is expressly agreed that no relationship of contract, obligation or otherwise shall be created between Owner and any Subcontractor or Consultant of Design-Builder, and a provision to this effect shall be inserted into all Subcontracts and other agreements between Design-Builder and its Subcontractors and Consultants. In no event shall Owner be liable to any of Design-Builder's Subcontractors for Work performed by such Subcontractor on behalf of the Design-Builder or said building. Owner will not resolve disputes between Design-Builder and any

Subcontractor or disputes between Subcontractors.

§6.5 – Special Services. Design-Builder shall, as required by Contract Documents and the Schedule of Values, coordinate services from surveyors, testing laboratories, and other special consultants required for the completion of the Work.

§6.6 – Orders of Materials and Equipment. Design-Builder shall schedule, coordinate, and effect the purchase and delivery to the Work site of materials and equipment required to be provided by Design-Builder pursuant to the Contract Documents. Design-Builder shall perform inspection services after the placement of all such orders.

§6.7 – Procurement of Materials and Equipment on Owner's Behalf. Design-Builder shall be responsible for scheduling and coordinating all materials, furnishings, tools, fixtures, computers, and equipment to be furnished by Owner under the terms of the Contract Documents for use in performance and completion of the Work. The purchase price and transportation and storage costs associated with such items shall be borne by Owner, and shall not be counted against the Guaranteed Maximum Price.

§6.8 – Direct Purchase.

§6.8.1 – The Owner is tax exempt and upon agreement with the Design-Builder may purchase directly various construction materials, supplies and equipment that may be part of this Contract. If direct purchases are to be made by the Owner, the Owner will, via its purchase orders, purchase the materials and the Design-Builder shall assist the Owner in the preparation of purchase orders. The Owner may direct the Design-Builder to prepare the purchase order on the Owner’s form and make ready for verification and execution by the Owner. The materials may be purchased from the vendors/suppliers selected by the Design-Builder, for the price originally negotiated by the Design-Builder. The Design-Builder will prepare a list of materials, supplies and equipment and the Owner will advise the Design-Builder which items from the list it wishes to purchase directly, with enough lead time to allow this request to be incorporated into the overall construction schedule.

§6.8.2 – ISSUANCE OF THE PURCHASE ORDERS BY THE OWNER DOES NOT CHANGE ANY OF THE DESIGN-BUILDER'S RESPONSIBILITIES REGARDING MATERIAL PURCHASES, OR INSTALLATIONS, WITH THE SOLE EXCEPTION OF THE PAYMENTS FOR THE MATERIALS SO PURCHASED AND THE CONSEQUENCES OF NON-PAYMENT BY OWNER. The Design-Builder remains fully responsible for all other obligations it has under the terms of this Contract regarding materials purchased, including but not limited to, coordination of the work including ordering of materials, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, checking shipping tickets, and invoices, installation, cleaning, and all applicable warranties. Regardless of any direct purchase, the Design-Builder remains responsible for ensuring that all materials purchased meet the requirements of the Contract Documents.

§6.8.3 – In the event that materials, supplies, or equipment purchased under this option, are defective or rejected for any reason whatsoever, and it becomes necessary in the opinion of the Design-Builder to initiate legal action against the responsible party, the Owner agrees to assign and subordinate to the Design-Builder any claims the Owner has against the responsible party resulting from the purchase order and to execute any legal documents necessary to accomplish the assignment, subordination or subrogation of such claims, and to cooperate with the Design-Builder in such legal action.

§6.9 – Materials Stored. For work on which the Design-Builder intends to request payment for materials stored at the site, the schedule of values will list materials and labor as separate line items.

ARTICLE 7
CONSTRUCTION ADMINISTRATION

§7.1 – Design-Builder to Enter into Subcontracts. Design-Builder shall enter into Subcontracts with Subcontractors for the performance of those portions of the Work not performed directly by the Design-Builder. Design-Builder shall protect Owner's interests during the performance of such Subcontracts and shall monitor and secure performance by the Subcontractors of all duties and obligations contained in the Subcontracts. Design-Builder shall promptly notify Owner's Representative in writing of any material breach by a Subcontractor and shall take all necessary steps to remedy such breach and to minimize the effect of such breach on the timely and proper completion of the work, all at no additional cost to Owner.

§7.2 – Scheduling and Coordinating Construction. Design-Builder shall be responsible for scheduling, coordinating, assigning work areas, and sequencing the Work to be performed and for coordinating same with Owner's activities and ongoing operations and any Work that may be performed by Owner's own forces or other Contractors, in a manner so as to complete said building by the established relevant Substantial Completion Date. Design-Builder shall perform all Services required under the Contract Documents in an expeditious fashion.

§7.3 – Preconstruction Conference. At an appropriate time after execution of Subcontracts, Design-Builder and Owner shall conduct a preconstruction conference and shall review with the Subcontractors any special requirements of Owner with respect to the Work, including site access, safety requirements, Design-Builder guidelines, contract procedures, scheduling, requests for payment, Submittals, Change Orders, inspections, and any and all other matters they then deem relevant to the performance of Design-Builder and the Subcontractors. Design-Builder shall prepare and furnish to Owner's Representative and Subcontractors detailed minutes of the preconstruction conference within two (2) working days of its conclusion.

§7.4 – Confirmation of Insurance. Design-Builder shall timely procure and review all insurance certificates and policies required by the Contract Documents and the Subcontracts and provide copies of same to Owner's Representative. Design-Builder shall immediately cure and correct any failure of any Subcontractor or affiliated entity to comply and remain in compliance with the insurance requirements of the Contract Documents and the Subcontracts. Design-Builder shall not permit any Subcontractor to enter a Work site or perform any Work relating to renovation/construction of said building unless such Subcontractor is and remains insured in accordance with the insurance requirements set out in the Contract Documents and the Subcontracts.

§7.5 – Review and Approval of Subcontractor Schedules of Values. Design-Builder shall obtain, and carefully review, all schedules of values from each Subcontractor, together with any supporting documentation or data, which Owner or Design-Builder may require from the Subcontractors. The purpose of such review and examination shall be to protect Owner from front-end loading and an unbalanced schedule of values, which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or than is reasonable under the circumstances. If any Subcontractor schedule of values is found not to be appropriate, or if the supporting documentation or data is deemed to be inadequate, Design-Builder shall negotiate with the Subcontractor to establish a balanced schedule of values. After making its review and examination, if the Subcontractor schedule of values is found by Design-Builder to be appropriate as submitted, or if necessary, as revised, Design-Builder shall sign and deliver same to Owner's Representative thereby indicating Design-Builder's informed belief that such schedule of values constitutes a reasonable, balanced basis for payment to the Subcontractor. Design-Builder shall not sign a Subcontractor schedule of values in the absence of such belief unless directed to do so, in writing, by City Manager of Owner.

§7.6 – Supervision of Subcontractors. Design-Builder shall maintain a continuous presence at the Work site at all times during the Renovation/Construction Phase of said building through the provision of sufficient qualified supervisory and other personnel to perform the Services and obligations of this Contract. Design-Builder shall continually supervise its own forces and all Subcontractors. Design-Builder shall determine the adequacy of personnel, labor, materials, equipment and direct supervision provided by all Subcontractors and shall monitor their compliance with the construction schedule.

§7.7 – Job Progress Meetings. Design-Builder shall conduct meetings at least weekly, and at such additional times as the needs of the Work or good construction management practice may

require, with the Subcontractors, for the purpose of discussing matters relating to the quality, quantity, and progress of the Work. Design-Builder shall also conduct meetings at least bi-weekly with Owner and any others Owner may desire to participate in such meetings and at such additional times as the needs of the Work or good construction management practice may require, with the Owner for the purpose of discussing all matters relating to the quality and progress of the Work. Design-Builder shall within seven (7) working days after each of the meetings prepare and distribute minutes of such meetings to Owner's Representative, the participants and others who Design-Builder believes should reasonably be informed of the meetings including those the Owner may designate in writing to receive same.

§7.8 – Requests for Information and Interpretation. Design-Builder shall promptly provide information and interpretations to Subcontractors as necessary for the execution of the Work and shall expedite same where necessary to maintain the construction schedule. Where appropriate, Design-Builder shall transmit to Owner's Representative requests for information or interpretation from itself or as made by any Subcontractor regarding the intent and meaning of the design for construction. Design-Builder shall maintain a log of all requests for information and interpretation (the "Request Log"), recording: (a) the date each request was made; (b) the date the request was transmitted to Owner's Representative; (c) the date of receipt of the response to the request; and, if applicable; (d) the date the response to the request was transmitted to the Subcontractor. The request shall be a part of the minutes required in Section 9.7 for Job Progress Meetings. Design-Builder shall reply to requests for architectural information or services within seven (7) days.

§7.9 – Submittals. Design-Builder shall review, and indicate its approval (or require re-submission if necessary) prior to forwarding to Owner each Submittal required by the Contract Documents, including shop drawings. Product data, samples, catalogues, and other submittals (collectively, "Submittals"), provided, however, that complete shop drawings for a single trade be submitted and no partial submittals will be reviewed without the prior written agreement of the Owner. Provided further that Submittals requiring color selections which may require additional time, especially where color selection of related items is critical, must be submitted before final selections are made. Approval by Design-Builder of Submittals shall constitute Design-Builder's representation to Owner that such Submittals are in conformance with the requirements of the Contract Documents. The review and approval required by this Paragraph shall be completed with reasonable promptness, and expedited where necessary, so as to cause no delay to the Subcontractors or the Work. Design-Builder shall also maintain a detailed log (the "Submittal Log"), reflecting: (a) the date, where applicable, the Subcontractors submit to Design-Builder, and the Design-Builder submits to Owner each Submittal; (b) the date of approval or rejection of each Submittal by Design-Builder; (c) the reason for the rejection of any Submittal; and (d) the date of each subsequent action by Design-Builder, Owner or Subcontractors with respect to any Submittal. The Submittal Log shall be part of the Job Progress Meeting minutes required in Paragraph 7.7 herein. Design-Builder shall immediately report to Owner's Representative in writing any substantial delays in the Submittal process and the cause thereof and shall take appropriate steps to coordinate and expedite the Submittal process. The Owner's review of Submittals shall not relieve the Design-Builder from its obligation for performance of the Work in compliance with the Contract Documents.

§7.10 – Subcontractor Payments. Design-Builder shall promptly pay all indebtedness for labor, materials, services, tools and equipment, and for any other items used in the performance of the Work and in compliance with Florida Statutes.

§7.11 – Conditions of Employment. Design-Builder shall comply, and shall require all Subcontractors to comply, with Applicable Laws relating to the terms and conditions of employment of any employee who is employed in connection with any Work required by this Contract.

§7.12 – Protection of Persons and the Work. Design-Builder shall at all times take, or require to be taken, all necessary steps required to safeguard Owner's employees and property from injury or loss in connection with the performance of the Work and the Services. Design-Builder shall take, or require to be taken, all necessary steps to protect Owner's equipment, adjacent facilities, apparatus, and other property and all adjacent Work and property, including, but not limited to, the use of shoring, boarding, and other safeguards. Where the Work endangers the safety of pedestrians and drivers, barricades for traffic shall be used. Design-Builder shall keep Owner's property and the Work reasonably free from dampness, dirt, dust, and other damage and shall provide all reasonable security measures necessary to protect the Work from the elements, vandalism, theft, and other risks of property loss. All temporary protections shall be removed by Design-Builder upon completion of the Work.

§7.13 – Demolition, Removal of Materials and Burning. Except with prior written approval of the Owner the use of explosives will not be permitted. The procedure proposed for the accomplishment of any required demolition work shall be submitted to Owner's Representative for approval. The procedure shall provide for safe conduct of the work, careful removal and disposition of materials, protection of property, which is to remain undisturbed, and coordination with other Work in progress. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations, and shall be architecturally sound. All materials indicated to be removed shall be legally disposed of off the Owner's property. The use of burning on site to dispose of refuse and debris may be permitted with Owner’s permission and acquisition of proper permits by the Design-Builder from all agencies with jurisdiction, including, but not limited to, the Florida Department of Agriculture and Consumer Services (Division of Forestry) and Polk County. Design-Builder shall control the amount of dust resulting from the operations to prevent the spread of dust from creating a nuisance in the surrounding area.

§7.14 – Site Limitation. Design-Builder shall obtain Owner's Representative's authorization before establishing staging or “lay-down” areas.

§7.15 – Corrective Work. Design-Builder shall ensure correction and completion of all defective or incomplete Work. Such corrective Work shall be coordinated with and performed in such a manner as to minimize disruption to Owner's personnel facilities, and the operations of and at no cost to Owner.

ARTICLE 8
UNCOVERING AND CORRECTING WORK

§8.1 – Uncovering Work Covered Contrary to Directions. All Work is to be inspected by Owner before covering. If any of the Work is covered contrary to the request of Owner's Representative, or contrary to any provision of the Contract Documents, said Work shall, if required by Owner's Representative, be uncovered for inspection and any defective or incomplete work shall be properly corrected at Design-Builder's expense without change in the building Substantial Completion Date or the building Guaranteed Maximum Price.

§8.2 – Correction of Defective Work. Design-Builder shall immediately proceed to correct Work rejected by Owner's Representative as defective or failing to conform to the Contract Documents, unless such Work is accepted in accordance with Paragraph 8.5 below. Design-Builder shall bear all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections and any fees and expenses of the Owner or Owner's consultants made necessary thereby, without adjustments to the building Guaranteed Maximum Price or the building Substantial Completion Date.

§8.3 – Correction During One Year Following Completion. If within one (1) year after the issuance of a Certificate of Final Completion for the building any of the Work is found to be defective or not in accordance with the Contract Documents, Design-Builder shall correct such Work promptly upon receipt of written notice from Owner. This obligation shall survive Final Payment by Owner and/or termination of this Contract.

§8.4 – No Period of Limitation Established. Nothing contained in Paragraph 8.3 shall establish any period of limitation with respect to Design-Builder's other obligations and warranties under the Contract Documents. Establishment of the one year time period in Paragraph 8.3 above relates only to Design-Builder's specific duty to correct or complete the Work.

§8.5 – Owner's Option to Accept Defective Work. Owner may, at its sole discretion, choose to accept defective or nonconforming Work. Such acceptance shall not be effective unless specifically and expressly stated in writing by Owner. In such event, the Guaranteed Maximum Price *shall be reduced* by the reasonable costs of removing and correcting the defective or nonconforming Work, regardless of whether Final Payment has been made or the defective Work replaced or corrected, the intent being that Owner may use such funds to remedy such defects at a time and in a manner convenient to Owner. If the unpaid portion of the Guaranteed Maximum Price, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Work, Design-Builder shall, upon written demand from Owner, pay Owner any shortfall of compensation for accepting defective or nonconforming Work.

ARTICLE 9
INSPECTIONS AND CERTIFICATIONS OF COMPLETION

§9.1 – Inspection of Work. Design-Builder shall, on a continuous basis as a part of its day-to-day supervision, inspect the Work to ensure that the quality, quantity and progress of the Work

meets the requirements of the Contract Documents. In making such inspections, Design-Builder shall reject Work that is defective or deficient, take steps to avoid unexcused delays in the performance of the Work, and protect Owner from overpayment.

§9.2 – Standard of Construction and Identification of Defective Work. Design-Builder shall cause said building to be constructed in compliance with the requirements of the Contract Documents and Applicable Laws. Design-Builder shall correct all work that does not meet the requirements of the Contract Documents and Applicable Laws unless the departure from such standards is specifically identified to, and thereafter authorized in writing by, Owner. Unless so authorized by Owner, Design-Builder shall correct all Work that does not meet the requirements of the Contract Documents and Applicable Laws at Design-Builder's expense.

§9.3 – Equipment and Other Items. When instructed by Owner's Representative, Design-Builder shall schedule and perform such inspections of equipment, fixtures, furnishings, and other items that Owner deems appropriate. Such testing and inspections shall be performed at times appropriate to the stage of fabrication, construction, installation, and testing of such items. Design-Builder shall notify Owner's Representative prior to each such testing or inspection and Owner's Representative or his designee shall be entitled to accompany Design-Builder for such testing and inspections.

§9.4 – Inspection upon Arrival, During Installation, and after Installation. Upon arrival of any materials, supplies, systems, equipment, fixtures, furnishings, and other items at said building site, whether procured by Design-Builder or Owner, Design-Builder shall inspect such items for damage, for compliance with the Contract Documents and for compliance with all shipping documents and shall arrange for the proper storage and security of such items. Design-Builder shall also provide for and monitor the proper and timely installation of all such items. After such items are installed or made ready for use, Design-Builder shall again inspect all such items for damage and shall arrange for and monitor testing of all such items for compliance with the Contract Documents and readiness for use on said building. If damage is discovered, Design-Builder shall immediately notify, in writing, the supplier, shipper, and Owner's Representative of such damage and shall lodge and pursue all appropriate claims associated with such damages.

§9.5 – Punch Lists and Correction of Defective Work. As per the Contract Documents, the Design-Builder shall make a punch list in writing and complete the items on this list. Upon completion of the Design-Builder's punch list, the Design-Builder shall submit a "Request for Punch List Inspection". Design-Builder shall then, and with the assistance of Owner, prepare, and enforce a punch list and other itemizations of defective, deficient, or incomplete Work. Design-Builder shall report to Owner's Representative in its Monthly Reports its progress in correcting and completing such defective, deficient, or incomplete Work. A Punch List created under this Paragraph, and Work performed pursuant to said Punch List shall not be considered an Owner Directed Adjustment in the scope of the Work for either station.

§9.6 – Design-Builder's Observation of Testing and Start-Up. Design-Builder shall schedule (and notify Owner's Representative of such schedule), coordinate, and observe the testing and start-up of all utilities, systems, fixtures, and other equipment and shall report the results of same to Owner's Representative in writing.

§9.7 – Transfer of the Work to Owner. Design-Builder shall provide assistance to Owner in the transfer of completed Work, and all portions thereof, to Owner. Such assistance shall include, as applicable, procuring certificates of ownership, titles and warranties, procuring keys to the completed building, operations and maintenance manuals and instructions, procuring supplies, start-up of building systems, transferring building security, arranging for training Owner in the operation and maintenance of all systems and components of the building, and such other matters as may relate to Owner's initial occupation, possession, and use of the building or any part thereof.

§9.8 – Substantial Completion. When Design-Builder believes that Substantial Completion of said building, or a designated part thereof, has been achieved, it shall notify Owner's Representative in writing and request an inspection for certification of Substantial Completion. Design-Builder shall thereafter meet on site with Owner's Representative to determine whether Substantial Completion of said building, or the designated part thereof, has in fact been achieved. Design-Builder's written request for such inspection shall constitute a representation by Design-Builder to the Owner that Design-Builder has made all inspections of the Work required by the Contract Documents and that, to the best of Design-Builder's information and knowledge, the Work has been performed in compliance with, and the quality of the Work meets or exceeds the requirements of, the Contract Documents. If Owner's Representative agrees that Substantial Completion, or the designated part thereof, has been achieved, the Owner shall execute a Certificate of Substantial Completion. If Owner's Representative, upon inspection, concludes that Substantial Completion has not been achieved from the fault of the Design-Builder, Subcontractors, and/or any agents thereof and that re-inspection will be necessary, Design-Builder shall bear all costs of same without adjustment to the relevant building Guaranteed Maximum Price.

§9.9 – Final Completion. When Design-Builder believes that Final Completion of the entire building has been achieved, it shall notify Owner's Representative in writing and request an inspection for certification of Final Completion. Design-Builder shall thereafter meet on site with Owner's Representative to determine whether Final Completion has in fact been achieved. Design-Builder's request for such inspection shall constitute a representation by Design-Builder to Owner that Design-Builder has made all inspections of the Work as provided in the contract and that, to the best of Design-Builder's knowledge and belief, all the Work has been completed in compliance with the Contract Documents and that the quality of the Work meets or exceeds the requirements of the Contract Documents. If Owner's Representative agrees that Final Completion has been achieved, Owner shall execute a Certificate of Final Completion. If Owner's Representative, upon inspection, concludes that Final Completion has not been achieved from the fault of the Design-Builder, Subcontractors, and/or any agents thereof and that re-inspection will be necessary, Design-Builder shall bear all costs of same without adjustment to the Guaranteed Maximum Price.

§9.10 – Final Acceptance. The starting date for warranties shall be from the date of the issuance of a Certificate of Final Completion. The more stringent of the Guarantees and Warranties in the Contract Documents shall apply.

§9.10.1 – *Responsibility of the Design-Builder*. Neither the final certificate of payment nor any provisions in the Contract Documents shall relieve the Design-Builder of the responsibility for latent defects, unknown negligence, faulty materials, or workmanship within the extent and period provided by law.

§9.10.2 – *Warranty Periods.* Warranty periods shall be as in the Contract Documents or, if Design-Builder is notified of a defect during the applicable warranty period, until the defect is corrected to conform to the Contract requirements and to the reasonable satisfaction of the Owner.

§9.10.3 – *Certification.* The Subcontractors and suppliers shall prepare statements in the form approved by the Owner certifying that the work performed and materials supplied are in compliance with the Contract and confirming the appropriate warranty period. The Subcontractor shall submit the above statements to the Design-Builder.

§9.10.4 – *Bonding Company*. Failure of the Design-Builder or the Subcontractors to fulfill obligations of the guarantee will result in appropriate notice to the Bonding Company for action.

ARTICLE 10
PROJECT DOCUMENTATION

§10.1 – Basic Documentation. Design-Builder shall maintain the following documents on behalf of and for the use of Owner: (a) a complete set of current Subcontracts and Contract Documents, including a current set of drawings, specifications, Change Orders and modifications reflecting product and materials selections and as-built conditions; (b) all shop drawings, samples, product data, and other Submittals; (c) a clean set of the principal building layout lines, floor levels, and key site elevations certified by a qualified surveyor or Architect; (d) all required insurance certificates from Subcontractors; (e) a full copy of Documents Binder, identical to Documents Binder kept on file by the Owner; and (f) all other documents required by the Contract Documents.

§10.2 – Daily Log. Design-Builder shall maintain a log of daily reports ("Daily Log") which shall identify daily weather conditions and any impact on the Work caused thereby, Design-Builder's personnel on site, all Subcontractors working each day and the number of employees of each on said building, all visitors, the Work accomplished each day, any equipment failures or breakdowns, any procurement or delivery problems, any job site accidents or injuries, any safety or environmental violations, warnings or citations, and any other events, circumstances, or occurrences impacting the progress or cost of said building. Design-Builder shall submit a copy of the "Daily Log" to the Owner with each periodic pay request.

§10.3 – Monthly Reports. Each month Design-Builder shall prepare and submit to Owner's Representative a written report detailing the progress of renovation/construction project. (the "Monthly Report"). The Monthly Report shall contain Design-Builder's estimate of percentage of completion and each element thereof, including a comparison of the status of to the approved Schedule(s) of Values, identify any and all delays to said building and the cause and extent thereof

and describe the remedial measures being taken to overcome such delays, identify any defective or deficient Work installed during the preceding month and describe the remedial measures being taken to correct the defective or deficient Work, identify any outstanding requests for information or clarification, requests for interpretation, change order requests, questions, or other matters requiring the response of either Owner, Design-Builder or a Subcontractor and shall include any and all other information required to fully inform Owner of the status of said building and the performance of Design-Builder and Subcontractors. The Monthly Report shall include the construction schedule updates, updated cash flow forecasts, and updated comparisons of actual and estimated construction costs (including but not limited to said Guaranteed Maximum Price) as required by the terms of the Contract Documents.

§10.4 – Review and Assignment of Warranties. Design-Builder shall obtain and shall transmit to Owner's Representative all special product, system, equipment or material warranties required by the Contract Documents and the Subcontracts. Design-Builder shall review all such warranties to confirm that the warranties are in compliance with the requirements of the Contract Documents and Subcontracts. By execution of this Contract, Design-Builder hereby assigns to Owner all of Design-Builder's rights, title and interest in and to any and all warranties, including Uniform Commercial Code warranties, that Design-Builder receives or is entitled to receive from any Subcontractor or supplier in connection with renovation/construction of the Subject Building Project.

§10.5 – Operations and Maintenance Documentation. Design-Builder shall obtain and transmit to Owner's Representative all documentation required by the Contract Documents regarding the operation and recommended maintenance programs relating to the various elements of the Subject Building Project. Two (2) complete sets of documentation for the Subject Building Project renovated/constructed as part of the Work shall be furnished to Owner's Representative in uniform three-ring binders labeled with said building address.

§10.6 – Review and Approval of As-Built Drawings. Design-Builder shall continuously maintain a set of drawings clearly indicating the exact location and depth of all buried plumbing, sanitary sewers, storm sewers, heating, gas piping and electrical work with accurate dimensional reference to buildings or other fixed points.

§10.6.1 – *Withholding of Periodic Payments.* Failure on the part of the Design-Builder to maintain current As-Built Drawings will be cause for Owner to withhold all or portions of the monthly payments.

§10.6.2 – *Completion.* Upon completion of the Work under this contract and prior to requesting final payment, the Design-Builder shall deliver the As-Built Drawings to the Owner.

§10.7 – Availability of Records to Owner. All records relating directly or indirectly to the Subject Building Project which are in the possession or control of Design-Builder shall be made available to Owner, its designee, and any governmental authority for audit, inspection, and copying upon request of Owner's Representative. Such records include, without limitation: all drawings, specifications, submittals, subcontractor bids, the Daily Log, correspondence, the Request Log,

the Submittal Log, minutes, e-mail documents, memoranda, tape or videotape recording, photographs, including aerial photographs, or other writings or things which document the design, and the renovation/construction of the Subject Building Project.

§10.8 – Maintenance of Records. Design-Builder shall maintain and protect all records, including but not limited to Daily Logs and project journals, other than those required to be returned to Owner, for no less than two (2) years after Final Completion of and for any longer period of time as may be required by law.

§10.9 – Videotapes and Photographs. At any time requested by Owner's Representative, Design-Builder shall, at Owner's expense, record periodic narrated videotapes or take photographs depicting progress of the Work, or any portion thereof. Any specific safety or environmental incidents are to be videotaped at the time of the incident without waiting for Owner authorization. All videotapes and photographs or videotapes and photographs of safety or environmental incidents shall be submitted to Owner's Representative on a weekly basis.

ARTICLE 11
OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

§11.1 – Provide Information. Owner shall provide Design-Builder with adequate information regarding Owner's requirements including any desired or required design or construction schedule and any budgetary requirements.

§11.2 – Review of Documents. Owner shall review any documents submitted by Design-Builder requiring Owner's decision and shall render any required decisions pertaining thereto.

§11.3 – Access to the Site and the Work. Owner shall provide Design-Builder access to the site and to the Work as necessary for Design-Builder to perform the requirements of the Contract Documents.

§11.4 – Timely Performance. Owner shall perform those duties set forth in this Article in a timely fashion so as to permit the orderly progress of Design-Builder's Services and the Work.

§11.5 – Owner's Reviews, Inspections, Approvals, and Payments. Owner's review, inspection, or approval of any design document, Work, or any documents prepared or submitted by Design-Builder shall be solely for the purpose of determining whether such Work and such documents are generally consistent with Owner's construction program and requirements, and Design-Builder understands that Owner is relying on Design-Builder to assure compliance with the Contract Documents and compliance with general standards accepted in the Design-Build and/or architecture community. No review, inspection, or approval by Owner of such Work or documents shall relieve Design-Builder of its responsibility for the performance of its obligations under the Contract Documents or for the accuracy, adequacy, fitness, suitability, or coordination of its Services and work product. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or Subcontract shall not relieve Design-Builder of responsibility for the performance of its obligations under the Contract Documents. Payment by Owner shall not constitute a waiver of any of Owner's rights under the Contract

Documents or at law, and Design-Builder expressly accepts the risk that defects in the Services or in the Work, if any, may not be discovered until after payment, including Final Payment, is made by Owner.

§11.6 – Non-Waiver. Owner's failure to exercise any right or remedy hereunder or to require compliance with any obligation of Design-Builder under the Contract Documents shall not constitute a waiver or an estoppel of the right to exercise such right or remedy or to insist on such compliance at any other time or on any other occasion.

ARTICLE 12
PAYMENT TO DESIGN-BUILDER

§12.1 – Basis of Compensation. For Design-Builder's performance of the Work and all Design Phase and Construction Phase Services in conformance with the Contract Documents, and subject to the Guaranteed Maximum Price and savings provisions as set forth in Article 5 herein, Owner shall pay the Design-Builder "Compensation" consisting of: Subcontractor Costs, plus Design-Builder's fees incurred in performance of Design Phase Services, Construction Phase Services and the Work plus any contingency approved per Paragraph 12.3. The Design-Builder's fee shall be deemed to include, without limitation, such items as overhead, profit and all expenses incurred in performance of the Work and all Design Phase Services and Construction Phase Services, including those matters set forth in Articles 3, and 5, and Paragraphs 6.7 and 6.8 herein. *Provided* that the total compensation due Design-Builder from Owner shall not exceed the amount of the Guaranteed Maximum Price set forth in Article 5 herein.

§12.2 – Form of Pay Requests and Backup Documentation. As soon as practicable after the last business day of each month, Design-Builder shall submit an invoice to Owner's Representative requesting payment ("pay request") for ninety-five percent (95%) of the Subcontract Costs and/or Design-Builder's fees and expenses incurred in the performance of Services and the Work during the preceding month. At no time shall the cumulative sum invoiced or paid exceed an amount equal to the Guaranteed Maximum Price multiplied by the percentage of the Work actually and satisfactorily completed as determined by Owner's representative. Each pay request shall separately show the amounts of monies being claimed in connection with such pay request and any amounts claimed in connection with a Change Order. Pay requests shall also indicate Design-Builder's estimate of the percentage of completion and each element thereof according to the line items established in the approved Schedule(s) of Values. Unless otherwise directed by Owner's Representative, pay requests shall be submitted in quadruplicate, bearing the appropriate project and pay request numbers designated by Owner's representative to Owner's Representative for approval. Pay requests shall be accompanied by documentation in support of Subcontract costs as Owner's Representative may require including partial lien releases.

§12.3 – Certification Relating to Pay Requests. Each pay request shall bear the signature of Design-Builder's project manager, which signature shall constitute Design-Builder's representation to Owner that the Services and the Work indicated in the pay request have progressed to the level represented, have been properly and timely performed as required herein, that no Work has been covered contrary to the request of the Owner's Representative or contrary to any provision of the Contract Documents, that the Subcontract Costs and/or costs for self-

performed work claimed in the pay request have been actually, necessarily, and reasonably incurred, that all obligations of Design-Builder covered by prior pay requests (that have not been withheld by Owner) have been paid in full, and that, to the best of Design-Builder's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to Design-Builder that payment of any portion thereof should be withheld. Submission of Design-Builder's pay request for Final Payment shall further constitute Design-Builder's representation to Owner that, upon receipt from Owner of the amount requested, all obligations of Design-Builder to others incurred in connection with will be paid in full within fourteen (14) days of such receipt or as negotiated by Owner and Design-Builder. In the event that Owner becomes informed that any of the foregoing representations by Design-Builder are wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Design-Builder until the inaccuracy, and the cause thereof, is corrected to Owner's reasonable satisfaction.

§12.4 – Progress Payments During Construction. Owner will retain five percent (5%) of the value of all Work satisfactorily completed, including stored materials, and of the Guaranteed Maximum Price, as adjusted by any approved price-based Change Orders authorized to be issued under the terms and conditions of this Agreement, until the payment due at Substantial Completion.

§12.4.1 – *Monthly Payments.* Progress payments by the Owner to the Design-Builder will be made at least once each month.

a. At the end of each calendar month, the Design-Builder shall submit an itemized application for payment supported by such other substantiating data as the Owner may reasonably require covering Work completed through the 25th of the month.

b. The Design-Builder shall deliver four copies of the Periodic Request for Payment to the Owner’s Representative, no later than noon on the last day of the month, which shall set forth the required information regarding the work completed during the applicable period.

§12.4.2 – *Certification by Owner; Payment.* The Owner shall review and thereafter approve or disapprove the issuance of payment no later than fourteen (14) calendar days after receipt of a Periodic Request for Payment from Design-Builder.

§12.4.3 – *Material Payments.* When the Design-Builder requests payment for materials stored at the site, the conditions of storage shall be acceptable to the Owner.

a. The Design-Builder shall provide satisfactory evidence of the value of materials stored, which may include copies of actual invoices.

b. No payment shall be made for materials not stored at the site.

§12.5 – Payment at Substantial Completion. Subject to the limitations of the Guaranteed Maximum Price and provided that all conditions precedent have been satisfied, within ten (10) days after execution of the Certificate of Substantial Completion, Owner shall pay Design-Builder all sums due Design-Builder, less any amounts attributable to liquidated damages, and less two hundred percent (200%) of the reasonable cost for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims. As a condition precedent to such payment, however, Design-Builder shall deliver to Owner's Representative the final complete set of as-built drawings in the form of marked-up blueline drawings, all required releases of lien, all certificates of occupancy or similar documents required for the occupation and use of said building for its intended purposes, all required warranties and all building documentation as described in Article 10 herein.

§12.6 – Lien Releases and Claim Waivers. Design-Builder's application for Final Payment shall be accompanied by final lien releases and waivers of claim from Design-Builder and all Subcontractors.

§12.7 – Payment at Final Completion. Subject to the established Guaranteed Maximum Price, and provided that all conditions precedent has been satisfied, within ten (10) days after execution of the Certificate of Final Completion for a station, Owner shall pay Design-Builder all unpaid sums including retainage due Design-Builder under this contract, less any amount properly withheld pursuant to the Contract Documents ("Final Payment"). Design-Builder's acceptance of Final Payment shall constitute an unconditional waiver and release of all claims by Design-Builder for additional compensation beyond that provided in the Final Payment. Final Payment by Owner shall not, however, constitute a waiver by Owner of its rights or claims arising from Design-Builder's failure to perform in accordance with the requirements of the Contract Documents.

§12.8 – Withholding of Payment. Any provision of the Contract Documents notwithstanding, Owner shall not be obligated to make a payment or payments to Design-Builder which are otherwise due, if, and for so long as, any one or more of the conditions set forth in this paragraph exists:

§12.8.1 – Design-Builder's pay request is not in the form or supported by the documentation required by this contract.

§12.8.2 – Design-Builder is in default of any of its obligations under the Contract Documents that have not been cured to the Owner's reasonable satisfaction.

§12.8.3 – Any part of such payment is attributable to Services or Work which are defective or not conforming with the requirements of the Contract Documents: provided, however, that payment shall be made as to the part thereof attributable to Services or Work which are rendered or performed in accordance with the Contract Documents and are not defective, subject to other provisions hereof.

§12.8.4 – Design-Builder has failed to make payments promptly to its Subcontractors, consultants, employees, or others performing Services in connection with the Work or any person has filed a claim that Design-Builder has failed to make payments

due to such person, unless such claim has been bonded off by the Design-Builder to the satisfaction of the Owner.

§12.8.5 – Any person has asserted a claim against Owner in whole or in part on account of alleged acts or omissions of Design-Builder, unless such claim has been bonded off by the Design-Builder to the satisfaction of the Owner.

§12.8.6 – Evidence that the balance of Work on said building cannot be completed in accordance with the Contract Documents, or for the unpaid balance of the relevant building Guaranteed Maximum Price.

§12.8.7 – Failure or refusal by Design-Builder to perform the Work in accordance with the Contract Documents.

§12.8.8 – Damage to Owner or to a third-party to whom Owner is, or may be, liable for property damage, personal injury, and/or claims arising out of the subject matter of this Contract and for which there is no insurance coverage insuring Owner for such liability.

§12.8.9 – Any situation or condition exists which, as set forth elsewhere herein or in the Contract Documents, reasonably justifies the withholding of payments. In the event that any of the foregoing conditions exist, Owner shall be entitled to withhold from any sum then due or thereafter to become due, including from retained sums, an amount sufficient in the sole judgment of Owner's Representative to satisfy, discharge, and defend against such claims and to make good any losses, prospective losses, costs, attorney's fees, and other expenses which may result from the existence of such conditions.

§12.9 – Disputed Pay Requests. In the event Owner's Representative disagrees with or questions all or any portion of any pay request, the amount due to Design-Builder, or the sufficiency of the information and documentation submitted by Design-Builder, Owner's Representative shall notify Design-Builder in writing within ten (10) days of any request for payment by Design-Builder and Owner shall pay the undisputed parts of such pay request. If Owner's Representative and Design-Builder are able to agree on the amount due under the disputed part of any pay request, payment will be made to Design-Builder within the time provided by Paragraph 12.7 herein, or ten (10) working days after receipt of a new pay request representing the agreed amount, whichever is later.

§12.10 – Conditions Precedent to Payment. In addition to all other conditions contained herein, it shall be a condition precedent to any payment otherwise due hereunder that: (a) Design-Builder not be in material breach of this contract or in breach of any warranty made therein; (b) Design-Builder has submitted all monthly updated Construction Schedules, Monthly Reports, and said building cost summaries required by this Contract; and (c) Design-Builder has submitted its pay requests and backup documentation in the time, form, and manner required by this Contract.

§12.11 – Non-Waiver of Claims for Defective Work. Neither entrance, inspection, nor use of said building by Owner or its representatives nor any payment (whether final or otherwise) made by Owner shall be construed as an acceptance of defective or nonconforming Work nor shall

such entrance, inspection, use, or payment release Design-Builder from any of its obligations under the Contract Documents.

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ARTICLE 13
CHANGE ORDERS AND EXTRA WORK

§13.1 – Change Orders; General Terms. Change Orders must be signed by both Design-Builder and Owner to be effective and incorporated as a part of the Contract Documents and, notwithstanding this requirement, a Change Order shall not be effective until the date of its execution by the Owner. The following special conditions shall apply to Change Orders:

(a) *Extension of Time*: All such work shall be executed under the conditions of the Contract Documents as originally executed and no extension of time will be allowed unless it is shown to the reasonable satisfaction of the Owner that the change would cause a delay to a critical path.

(b) *Pricing*: In the event a change in the amount of Guaranteed Maximum Price as set forth in Article 5 herein is requested by Design-Builder, the Design-Builder shall submit, along with the change order request or claim under Paragraph 14.2 herein, detailed information in accordance with Paragraph 13.2 herein, including billing statements, price quotes and receipts, justifying the Design-Builder's claim for a change in the Guaranteed Maximum Price for review and approval by the Owner. Absent an Owner Directed Adjustment in the scope of the Work to be performed, the Owner retains sole and unilateral discretion to approve a requested change in pricing by Change Order. It is the essence of this guaranteed maximum pricing contract that Design-Builder agrees to perform whatever work is necessary to fully construct and timely deliver said building to the Owner, suitable for occupancy and Owner's intended uses, regardless of whether Owner approves Design-Builder's requested change in pricing, so long as the Work performed is necessitated or reasonably implied by the scope of Work as created by the Design-Builder during the Design Phase of the Contract.

The Design-Builder will not be entitled to additional delay damages in the event the Contract is delayed as a result of a change except as approved through a Change Order executed in accordance with the terms of this Contract.

§13.2 – Increase or Decrease in Contract Amount. With each Design-Builder proposal for a change involving an increase or decrease in the amount of a Guaranteed Maximum Price, including a claim for Extra Work, the Design-Builder shall submit an itemized breakdown, to include but not be limited to the following:

(a) Material quantities and unit prices separated into trades.

(b) Labor costs.

(c) Construction equipment. and

(d) In the case of a proposal for an increase, overhead/fee, bonds and insurance (maximum 8% combined).

Provided that Design-Builder shall not be allowed an increase in the amount of the relevant Guaranteed Maximum Price as set forth in Article 5 herein due to personnel, labor, and subcontractor price increases ***regardless of cause***. Further, Design-Builder shall not be allowed an increase in the amount of a Guaranteed Maximum Price due to contracting/employment decisions concerning subcontractors and subconsultants, either to engage or terminate the same, whether such decisions are made at the express recommendations or directions of Owner or otherwise. Design-Builder shall also not be allowed any materials amounts for items that may be directly purchased by Owner, nor shall Design-Builder be allowed any percentage mark-up for materials incorporated that are directly purchased by Owner.

§13.3 – Extra Work. The Design-Builder shall notify all Subcontractors of the following, which shall also apply to the Design-Builder.

(a) *Written Authority*: No claims for "Extra Work" will be allowed unless written authority has been obtained from the Owner. Should the Design-Builder or any Subcontractors start any "Extra Work" without having prior written approval, such work will be construed as part of the Work required under the Contract, and no claim for "extras" will be considered or allowed.

(b) *Claim Submission Required*: The Subcontractor shall submit any claims for "extras" or additions to the Design-Builder. The Design-Builder shall immediately submit justification to the Owner for consideration in accordance with Paragraph 14.2 herein.

(c) *Determination of Value*: The value of any Extra Work shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum; or

2. By unit prices named in the Contract Documents or subsequently agreed upon.

In the event the Design-Builder and Owner cannot agree on a fixed price for Extra Work, the Design-Builder shall complete the work and be paid at cost plus nine percent (9%). Alternatively, the Owner may elect to have another contractor perform that portion of the work affected by the change.

(d) *Work as Directed*: All Extra Work done shall be performed as specified by the Owner subject to and without waiving the provisions of Paragraph 5.8 of this Contract.

(e) *Payment for Special Items*: Payment for Special Items shall be made in the following manner:

1. *Materials.* The Design-Builder shall receive the actual cost of materials used as shown by the original receipted bills, to which an agreed-upon percentage mark-up shall be added, *provided* that Design-Builder shall not be entitled to any materials amounts for items that may be directly purchased by Owner, nor shall Design-Builder be entitled to receive any percentage mark-up for materials incorporated in the Extra Work that are directly purchased by Owner.

2. *Rentals.* The Design-Builder shall receive a reasonable rental rate for any special equipment or machinery required to perform the Extra Work (said rental rate shall be agreed upon in writing prior to performing the work, to which sum no percentage shall be added and said rental rate shall not exceed the lesser of rates charged by local rental agencies or as provided in the latest current construction equipment rental schedule as published by Associated General Contractors).

§13.4 – Owner's Right to Audit Books. The Owner will have the right to audit all requests for payment on a cost plus basis. The Design-Builder shall cooperate in all respects in providing all information needed to complete any audit.

§13.5 – Time and Material Report. The Design-Builder shall keep a careful record of all labor and material used in connection with the Work which shall be supported by a daily time and material report. Time and material reports shall be in addition to the Design-Builder's general Fire Stations 4 & 5 records. Time and material records must be made on the mutually agreeable proper form found in the said building Documents Binder, and must be available to the Owner and Owner's representative at all times. All requests for payment for items other than lump sum items must be compiled from said records, broken down sufficiently to be checked by the Owner against the Design-Builder's Daily Record.

ARTICLE 14
CLAIMS BY DESIGN-BUILDER

§14.1 – Claims Generally; Contract Times. All claims against Owner or applications for an extension of any of the Contract Times shall be initiated by a written claim submitted by Design-Builder to the Owner's representative. Such claims shall be submitted to, and received by, Owner's representative not later than fourteen (14) days after the event, or the first appearance of the circumstances or conditions, giving rise to the claim, and same shall set forth in detail all known facts supporting the claim. Oral claim submissions even if documented by meeting minutes or otherwise, shall not satisfy this requirement and will not be considered. Submission of this written claim is a material condition of this Contract and failure to timely comply with this requirement will result in automatic denial of the claim regardless of the merits or substance. Design-Builder and Owner shall continue their performance under the Contract Documents regardless of the existence of any claims submitted by Design-Builder.

§14.2 – Claims for Additional Compensation. In the event Design-Builder seeks to make a claim for an increase in its compensation, and/or an adjustment of an established Guaranteed Maximum Price, Design-Builder shall comply with the requirements of Paragraph 14.1 and such claim shall be made by Design-Builder before proceeding to execute any additional or changed

work. Failure to satisfy this condition shall constitute a waiver by Design-Builder of any claim for additional compensation. Any liability of the Owner or Design-Builder for claims or damages from or against one another shall be limited to actual and reasonable direct costs incurred by the claiming party, except for Owner's damages resulting from Design-Builder's delays in achieving Substantial Completion, which damages shall be liquidated as provided in Paragraph 4.3(e) herein. In the event that the Design-Builder is delayed such that it cannot perform the work of said building called for under the Contract Documents as the result of any act or omission by the Owner or an Owner-authorized person acting on behalf of the Owner, Design-Builder shall be entitled to recover damages for extended general conditions. **Other than as provided herein in this Paragraph, the Design-Builder will not be entitled to delay damages incurred as a result of delay, regardless of cause.** Provided further that Design-Builder specifically acknowledges that the start of renovation/construction and the Commencement of Construction Phase Work may be delayed up to sixty (60) days from date of execution of a Guaranteed Maximum Price Amendment due to outstanding regulatory approvals and the issuance of permits. Design-Builder waives any claims for additional compensation with regard to this delay pending receipt of written authorization from Owner allowing Design-Builder to purchase materials and equipment as required to mitigate escalation costs. In no event shall Owner be liable to the Design-Builder for any form of special, indirect or consequential damages of any kind, however the same may be caused, including, without limitation, the fault, breach of contract, tort (including the concurrent or sole and exclusive negligence), liability or otherwise of Owner or others. No change in Design-Builder's compensation, nor adjustment of the Guaranteed Maximum Price, shall be made except by Change Order issued in accordance with the terms of this contract.

§14.3 – Extensions of Time. In the event Design-Builder should be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the Owner or an Owner-authorized person acting in the Owner's behalf, or by Owner Directed Adjustment in the Scope of Work, or by any of the Acts of God enumerated in Paragraph 4.1 herein, the Substantial Completion Date, or as applicable, the date for Final Completion, may be appropriately adjusted by the Owner upon the written claim of the Design-Builder to the Owner. A "task is critical" within the meaning of this Paragraph if, and only if, said task is on the critical path of the relevant schedule so that a delay in performing such task will delay the ultimate completion of said building. Any claim for an extension of time by the Design-Builder shall comply with the requirements of Paragraph 14.1 above. If the Design-Builder fails to make such claim as required by this Article, any claim for an extension of time shall be waived. **Design-Builder shall not be entitled to delay damages, as a result of delay, regardless of cause, in the event Design-Builder fails to make a claim as required by this Article.**

§14.4 – Claims for Concealed or Unknown Conditions. In the event the Design-Builder discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Work, the Design-Builder's compensation and an established Guaranteed Maximum Price may be modified, either upward or downward, upon the written claim made by either party within fourteen (14) calendar days after the first appearance to such party of the circumstances. As a condition precedent to the Owner having any liability to the Design-Builder due to concealed and unknown conditions, the Design-Builder must give the Owner written notice of, and an opportunity to

observe, such condition prior to disturbing it. The failure by the Design-Builder to give the written notice and make the claim as provided by this Paragraph shall constitute a waiver by the Design-Builder of any rights arising out of or relating to such concealed and unknown condition.

ARTICLE 15
PAYMENT AND PERFORMANCE BONDS

§15.1 – Execution of Payment and Performance Bonds. Unless excluded by further Amendment to the Contract Documents, the Design-Builder submitting the successful bid shall, furnish satisfactory payment and performance bonds with a corporate surety insurer authorized to do business in the State of Florida prior to the initiation of Construction Work for the building in question, but in no case later than fourteen (14) calendar days from the date of issuance of the Notice to Proceed with Construction Work for the station in question. Such bonds shall be written for one hundred percent (100%) of the Owner's Guaranteed Maximum Price for the building in question, as stated in Section 5.1 of this Contract.

§15.1.1 – *Owner's Form.* The Owner shall provide the form for the performance and payment bonds for execution by the Design-Builder and the Surety in the Documents Binder.

§15.1.2 – *Guarantee.* The performance and payment bonds shall be conditioned to both perform the Contract and guarantee payment of all legitimate invoices for labor and materials in the performance of the Work, including the warranty against faulty work and materials for a period of one year from the issuance of Certificates of Final Completion and acceptance by the Owner.

§15.1.3 – *Surety Rating.* The performance and payment bond shall be acceptable to the Owner only if the surety insurer is "rated" with a current Best's rating of Excellent (A or A-) or Superior (A+) and holds a current Department of the Treasury Certificate of Authority as Acceptable Surety with an underwriting limitation of at least two times the dollar amount of the contract.

§15.1.4 – *Execution by Surety.* All bonds must be executed under corporate seal of the surety insurer and countersigned on behalf of the surety by its qualified resident agent or attorney-in-fact with proof of power attached.

§15.1.5 – *Default.* In case of default on the part of the Design-Builder, actions for all expenses incident to ascertaining and collecting losses under the bond shall lie against the bond, including architectural, and legal services.

ARTICLE 16
DESIGN-BUILDER'S PERSONNEL AND SUBCONTRACTORS

§16.1 – Personnel. Design-Builder shall assign only qualified personnel to perform the Services. At the time of execution of this Contract, the parties anticipate that the individuals named in Exhibit 'B', attached hereto, will perform those functions indicated. So long as the individuals

named in Exhibit 'B' remain actively employed or retained by Design-Builder or its affiliates or subsidiaries, and Owner does not require removal as provided in Paragraph 16.2, they shall perform the functions indicated next to their names. Design-Builder shall not remove or substitute such personnel without Owner's written approval, which shall not be unreasonably withheld.

§16.2 – Removal of Personnel and Subcontractors. If, at any time during the course of the Work, Owner's Representative reasonably determines that the performance of any member of Design-Builder's staff or any of Design-Builder's Subcontractors or consultants working on said building is unsatisfactory, Owner may, in writing, require Design-Builder to remove such staff member or terminate such Subcontractor or consultant from said building immediately and replace the staff member, Subcontractor or consultant. Owner agrees to supplement the Guaranteed Maximum Price, by Owner-directed Change Order, with the reasonable amount of additional costs, if any, incurred by Design-Builder in replacing a Subcontractor or consultant only.

§16.3 – Employment Taxes. Design-Builder shall be responsible for payment of all unemployment compensation, social security, and other similar taxes and benefits covering its employees.

ARTICLE 17
INDEMNIFICATION

§17.1 – General Indemnity. For and in consideration of the sum of $500.00 which is deemed by Design-Builder to be included in payments received pursuant to the Guaranteed Maximum Price, Design-Builder shall indemnify and hold Owner harmless from and against any and all liability, claims, loss, damages, costs and expense, including attorneys' fees (including attorney's fees on appeal) and expenses, and fees and expenses of experts, arising out of or resulting from any and all negligent, reckless, and/or intentional acts or omissions, or both, of Design-Builder, or other persons employed and/or utilized by the Design-Builder in the performance of this contract, including but not limited to Design-Builder's Subcontractors, and the employees, agents, and consultants of any of them. In the event Owner is alleged to be liable to any person or entity on account of alleged acts or omissions, or both, of Design-Builder, or other persons employed and/or utilized by the Design-Builder in the performance of this contract, including but not limited to Design-Builder's Subcontractors, or the employees, agents, and consultants of any of them, Design-Builder shall defend Owner against such allegations through counsel acceptable to Owner, and Design-Builder shall bear all costs, fees and expenses of such defense, including but not limited to, attorneys' fees and expenses, court costs, and expert witness fees and expenses, and any resulting settlement, judgment, or award. This duty to indemnify and defend Owner shall apply to, claims for bodily injury (including death), and for damage to or loss of property, and for environmental damage and liabilities, incurred or sustained by Owner or any third person. Design-Builder is not, however, obligated to indemnify Owner from or against Owner's own negligence. Should Design-Builder fail to perform its duties to defend and indemnify Owner as required herein, Owner may defend or settle such claims as it deems prudent, in exercise of reasonable judgment, and Design-Builder agrees to be bound by any such defense, settlement, judgment, or award that may result from such action by Owner. This indemnification to Owner is given by Design-Builder in accordance with §§725.06 and 725.08, Florida Statutes (2022). The monetary limit on the Construction Activities Indemnification given herein by

Design-Builder, in accordance with §725.06(1), Florida Statutes (2022) shall be not less than One Million Dollars and no cents ($1,000,000.00), which sum is deemed by Design-Builder to have a reasonable commercial relationship to the performance of the Work and Services pursuant to the Contract Documents.

ARTICLE 18
INSURANCE

§18.1 – Insurance Requirements. Design-Builder shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the Owner, the types and amounts of insurance conforming to the minimum requirements set forth herein. Design-Builder shall not commence the work described under this contract until either (1) the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to, and approved by, the Owner; or (2) a program of self-insurance has been approved by the Owner. As evidence of compliance with the insurance required herein, the Design-Builder shall furnish the Owner with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability, signed by an authorized representative of the insurer(s) verifying inclusion of the Owner and its members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to Owner, Design-Builder shall, within thirty (30) days after receipt of a written request from Owner, provide Owner with a certified copy or certified copies of the policy or policies providing the coverage required herein. Design-Builder may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the coverage required herein.

(b) the original of the policy(ies); or

(c) other evidence satisfactory to the Owner.

Until such insurance is no longer required by this Contract, the Design-Builder shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Workers' Compensation/Employers' Liability: Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$2,000,000	(Each Accident)
	$2,000,000	(Disease-Policy Limit)

$2,000,000 (Disease-Each Employee)

Commercial General Liability: Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below.

The Owner and its members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$Nil
Medical Expense (any one person)	$Nil

Automobile Liability: Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

Additional General Conditions: The insurance or any self-insurance maintained in lieu of the required insurance, provided by the Design-Builder shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Owner shall be excess of, and shall not contribute with, the insurance provided by the Design-Builder.

Except as specifically authorized by Owner or otherwise specifically authorized in this Contract, no deductible or self-insured retention for any required insurance provided by Design-Builder pursuant to this Agreement will be allowed. Subject to the approval of the Owner for which such approval shall not be unreasonably withheld by the Owner, the Design-Builder may be permitted to meet the above described insurance requirements through the use of self-insured retentions, deductibles or other form of self-insurance. Provided however that, to the extent that the Design-Builder is permitted to utilize self-insured retentions, deductibles or other form of self-insurance for any required insurance coverage, the Design-Builder shall retain the risk of any uninsured loss, which would have been recoverable under the required insurance, and will continue to be responsible for paying any amounts which would be or would have been payable under the required insurance policies as if such policies had been purchased and kept in force by the Design-

Builder without any applicable self-insured retention, deductible or other form of self-insurance. This obligation to pay amounts which would have been payable under the required insurance shall include any obligation to extend such coverage to the Owner as an additional insured.

Compliance with these insurance requirements shall not limit the liability of the Design-Builder. Any remedy provided to the Owner by the insurance provided by the Design-Builder shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Design-Builder) available to the Owner under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Design-Builder shall relieve the Design-Builder from responsibility to provide insurance as required by this Contract.

Certificates of Insurance must be completed as follows:

Certificate Holder:

City of Winter Haven
Attn: Risk Manager
451 Third Street NW
Winter Haven, FL 33831

Additional Insured on the Commercial General Liability:

"City of Winter Haven and its officials, officers and employees."

§18.2 – Professional Liability Insurance. Design-Builder shall provide, on a form acceptable to Owner, professional liability insurance which shall cover Design-Builder for those sources of liability arising out of the rendering or failure to render professional services in the performance of the work including any hold harmless and/or indemnification agreement. Design-Builder shall provide and maintain such professional liability insurance from the inception of services and until completion of all work required under this Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million Dollars and no cents ($1,000,000.00) Each Claim/Annual Aggregate. The maximum allowable deductible shall be Twenty-Five Thousand Dollars and no cents ($25,000.00) Each Claim.

If Design-Builder subcontracts any of the work, the selected firm shall either include the Subcontractors in Design-Builder's coverage or require the Subcontractors to maintain Professional Liability coverage as described herein.

§18.3 – Builder's Risk Coverage. Design-Builder shall procure a policy of "Builder's Risk Coverage" from an insurer licensed to do business in the State of Florida, naming the City of Winter Haven as an additional insured, which shall include the perils of fire, extended coverages, vandalism, and malicious mischief. This coverage shall be maintained at one hundred percent

(100%) of the value at risk for the full term of construction and until accepted by the Owner. Owner shall provide Builder's Risk coverage for all materials purchased through Owner's Direct Purchase Program in accordance with requirements to qualify for state sales tax savings.

(a) Builder's Risk coverage is required on all new building construction including renovations and additions to existing buildings.

(b) The Owner will provide coverage for remodeling or renovation work to protect only the Owner against loss caused by perils of fire, vandalism, malicious mischief and those included in extended coverage to the full insurable value thereof.

(c) For projects involving both new construction and remodeling or renovation, the Design-Builder is required to provide Builder's Risk coverage for the new construction portion of the Work.

(d) For remodeling or renovation work, the Design-Builder is required to provide an "installation floater" or other insurance coverage suitable to the Owner for protection of materials and equipment in transit and in storage at the site or other locations until said materials and equipment become incorporated into the Owner's existing structure.

The Design-Builder shall furnish the original policies or standard form of certificates to the Owner prior to commencing work under the Contract as evidence of the required insurance coverage outlined in the Contract Documents, together with assurance that said insurance coverage shall not materially change, lapse or be canceled during the work covered thereby without giving the Owner thirty days written notice of the intention to change, lapse or cancel same.

ARTICLE 19
SUSPENSION OF WORK

§19.1 – Suspension of Work. Owner may for any reason whatsoever suspend, in whole or in part, performance of the Work and Design-Builder's performance under this Contract. Owner's Representative shall give written notice of such suspension to Design-Builder specifying when such suspension shall be effective and the scope of the Work and the Services affected by such suspension.

§19.2 – Ceasing Performance upon Suspension. From and upon the effective date of any suspension ordered by Owner, Design-Builder shall not incur, nor permit any Subcontractor to incur, any further expense or obligations in connection with the suspended portion of the Work or the Services. From and upon the effective date of any suspension ordered by Owner, Design-Builder shall cease performing Services under this Contract, and shall cause all Subcontractors to cease performing Work, related to the suspended portion of the Work or the Services, and shall utilize its best efforts to mitigate its costs resulting from the suspension.

§19.3 – Resumption of Work after Suspension. If Owner lifts the suspension it shall do so in writing signed by Owner, and Design-Builder shall promptly resume performance of the Services and cause the Subcontractors to resume performance of the Work, unless, prior to

receiving the notice to resume, Design-Builder has exercised its right of termination as provided in Paragraph 20.8 herein.

§19.4 – Claim For Costs of Suspension. In the event the suspension or termination is not caused by the failure of the Design-Builder to comply with the terms of this Contract, within twenty (20) days after either the resumption of the suspended portion of the Work or Services or the termination of this Contract by Design-Builder pursuant to Paragraph 20.8, Design-Builder shall submit an itemization of the following cost items reasonably and necessarily expended by Design-Builder as a direct result of the suspension, together with pricing or other data required by Owner's Representative:

(a) Salaries of Design-Builder's home or branch office employees, or both, but only to the extent that such employees were directly impacted by said suspension;

(b) Salaries of Design-Builder's field employees, costs of construction tools, equipment, and field office costs;

(c) Subcontract costs reasonably and unavoidably incurred on account of the suspension;

(d) Any other items directly related to the suspended part of the Services or the Work.

Design-Builder's failure to provide such itemized information within such twenty (20) day time period shall constitute a waiver of any claim to compensation relating to the suspension of Design-Builder's work under this Contract. Owner shall promptly review Design-Builder's itemization and shall issue a Change Order providing for payment to Design-Builder of such amounts, and only such amounts, listed above as may be due on account of the suspension and increasing the building Guaranteed Maximum Price by like amount. In no event shall Design-Builder be entitled to lost profits, other consequential damages, delay damages or any items of damage related to or resulting from a suspension of the Services or of the Work except for those items enumerated in this Paragraph. For each day Work is suspended, Design-Builder shall be entitled to the same number of additional days to complete the Work being prosecuted, *provided that* Design-Builder will not be entitled to additional compensation if suspension or termination is caused by the failure of the Design-Builder to comply with the terms of the Contract.

ARTICLE 20
TERMINATION

§20.1 – Termination for Convenience. Owner may for any reason whatsoever terminate performance of the Services, the Work, this contract, or any part of any of them, for Owner's convenience. Owner shall give written notice of such termination to Design-Builder specifying when termination becomes effective and the scope thereof.

§20.2 – Ceasing Performance upon Termination. From and after the effective date of any termination for convenience, Design-Builder shall not incur, nor permit any Subcontractor to incur, any further expense or obligations in connection with the terminated portion of the Work or Services. From and after the effective date of any termination for convenience, Design-Builder

shall cease performance and cause the Subcontractors to cease performance, to the extent of the terminated portion of the Work or Services. In the event of termination of this Contract for convenience, Design-Builder shall terminate outstanding Subcontracts and purchase orders related to the terminated portion of the Work or Services unless directed to do otherwise in writing by Owner. Owner may direct Design-Builder to assign, and Design-Builder hereby agrees to assign Design-Builder's right, title and interest under open or terminated Subcontracts to Owner or its designee. Unless directed otherwise in writing by Owner, Design-Builder shall settle the liabilities and claims arising out of the termination of the Subcontracts. If requested in writing by Owner, Design-Builder shall vacate the Work site immediately.

§20.3 – Submission of Termination Claim. In the event of termination of all or any part of the Services, the Work or this Contract for convenience, Design-Builder shall, within ninety (90) days after the effective date of termination, submit a written notice of claim to Owner specifying the amounts due because of the termination together with costs, pricing, and other supporting documentation or data required by Owner's Representative. Design-Builder's failure to file a notice of claim within such ninety (90) day period shall constitute a waiver of any claim to compensation relating to the termination. If a proper termination claim is submitted, then Owner shall pay Design-Builder an amount derived in accordance with Paragraph 20.4 herein. Claims submitted under this Article shall not be subject to the procedure set forth for Claims in Article 14.

§20.4 – Compensation for Termination for Convenience. As full compensation due to Design-Builder for any termination for convenience, including any amounts due to a Subcontractor on account of such termination, Owner shall, pay Design-Builder the following amounts:

(a) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to the order of termination;

(b) The unpaid portion of Design-Builder’s profit earned to the date of termination as determined by the terms of Paragraph 12.1 herein;

(c) If it appears that the Design-Builder would not have profited, would have sustained a loss, or that its fees would have been diminished if the entire Contract would have been completed, no fees shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any, notwithstanding the provisions of subparagraph (a) and (b) of this Paragraph.

(d) The total sum to be paid the Design-Builder under this Paragraph shall not exceed the Guaranteed Maximum Price for said building, as properly adjusted, reduced by the amounts of payments otherwise made, and shall in no event include duplication of payment.

Provided, that in no event shall Design-Builder be entitled to recover from Owner, on its own account or on behalf of a Subcontractor, lost profits or other consequential damages, whether its own or those of a Subcontractor, on account of a termination for convenience or an erroneous termination for cause, as described below.

§20.5 – Termination for Cause. If Design-Builder refuses or fails to perform its Services and duties under this contract in a timely manner, supply enough properly skilled supervisory personnel, labor or proper equipment or materials, make prompt payment to its Subcontractors, suppliers, employees, or consultants, or comply with Applicable Laws, or if Design-Builder is otherwise guilty of a material breach of any of the terms of the Contract Documents or any warranty made herein, then Owner may, after ten (10) days written notice of default, and without prejudice to any other right or remedy, terminate the Contract with Design-Builder, in whole or in part, and take possession of any Work site, the Contract Documents, Subcontracts, the Documents Binder, all said building documentation in the possession of Design-Builder, and all equipment and materials at the site.

§20.6 – Erroneous Termination for Cause. In the event the Contract with Design-Builder is terminated by Owner for cause and it is subsequently determined by, a court or other tribunal of competent jurisdiction, that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Paragraph 20.1 and the provisions of Paragraph 20.4 regarding Convenience Compensation shall apply.

§20.7 – Completion by Owner and Survival of Obligations. Following any termination, whether for convenience or for cause and whether in whole or in part, Owner may complete the terminated portion of the Work and the Services by whatever means Owner deems most expedient. Design-Builder's obligations and all provisions of this Contract shall continue in full force and effect as to all Work or Services performed prior to the effective date of the termination and as to that portion of the Work and Services not affected by the termination.

§20.8 – Design-Builder's Right to Terminate. The Design-Builder may stop work or terminate the Contract under the following conditions:

(a) *Public Authority.* Should the work be stopped by any public authority for a period of thirty days or more through no fault of the Design-Builder.

(b) *Owner's Action.* Should the work be stopped through act or neglect of the Owner for a period of twenty-one days or more.

(c) *Failure to Pay.* Should the Owner fail to pay the Design-Builder any approved payment within fifteen days after it is due.

In the event that Design-Builder stops the work due to any of the above events, the Design-Builder shall give seven days written notice to the Owner and recover from the Owner payment for all work executed which shall include losses sustained and reasonable profits.

ARTICLE 21
ENVIRONMENTAL CONSIDERATIONS

§21.1 – Environmental Licenses, Certifications, & Permits. Design-Builder covenants and agrees that during the term of the Contract and any extensions or renewals thereof, all of its

employees, agents, representatives, and Subcontractors, if any, performing Work will have the requisite skills, licenses, certifications, training, permits and the like mandated by all applicable federal, state and local governing authorities with jurisdiction over environmental matters. Design-Builder agrees to provide to Owner's Representative evidence of compliance with the requirements of this Paragraph upon demand.

§21.2 – Environmental Laws. Design-Builder, its Subcontractors, representatives, employees, and/or agents shall comply with all federal, state, and local laws, rules, and ordinances relating to environmental protection governing the Work.

§21.3 – Termination. Design-Builder agrees that a material breach of any of the terms, conditions, and obligations of this Article would be detrimental to Owner, a material breach of this Contract and grounds for Owner's immediate termination of the Contract.

§21.4 – Application with Other Provisions. The provisions of this Article shall operate in addition to, and not in limitation of, any other obligations contained in the Contract Documents.

§21.5 – Existing Site Conditions. Notwithstanding any provision of this Contract to the contrary, Design-Builder is not assuming or otherwise agreeing to be responsible for any obligation or liability that is attributable to or caused by any subsurface soil condition that exists as of the date of this Contract and is not discovered by examination by Design-Builder during the Design Phase. Owner shall be responsible for any loss or damage resulting from any such undiscovered condition.

ARTICLE 22
MISCELLANEOUS

§22.1 – Design-Builder shall maintain a website accessible by the public with updates on the design and renovation/construction status for said building during the term of this Agreement.

(the rest of this page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Design-Build Contract as of the date first above written.

EVERETT WHITEHEAD & SON, INC., a Florida corporation, d/b/a Whitehead Construction

Signature _____

Printed Name: E. Ryan Whitehead

Title: President

Federal Tax ID Number: 591394761

CITY OF WINTER HAVEN, FLORIDA

BY: _____
T. Michael Stavres, City Manager

ATTEST:

BY: _____
Vanessa Castillo, MMC, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Frederick J. Murphy, Jr., City Attorney

COMPOSITE EXHIBIT “A”
to
Design-Build Contract
Between
the City of Winter Haven, a Florida municipal corporation
and
Everett Whitehead & Son, Inc., a Florida corporation

RFQ-24-38
Solicitation Documents

COMPOSITE EXHIBIT “B”
to
Design-Build Contract
Between
the City of Winter Haven, a Florida municipal corporation
and
Everett Whitehead & Son, Inc., a Florida corporation

RFQ-24-38
Design-Builder’s
Qualifications Proposal and Design Price Proposal to the Owner

EXHIBIT “C”
to
Design-Build Contract
Between
the City of Winter Haven, a Florida municipal corporation
and
Everett Whitehead & Son, Inc., a Florida corporation

RFQ-24-38
Guaranteed Maximum Price Amendment

(TO BE EXECUTED FOR SAID BUILDING AFTER COMPLETION OF DESIGN PHASE REQUIREMENTS AND SUBCONTRACTOR BIDDING)

Guaranteed Maximum Price Amendment – Renovation of Old Fire Station 1
to
Design-Build Contract
Between
the City of Winter Haven, a Florida municipal corporation
and
Everett Whitehead & Son, Inc., a Florida corporation

This "**Guaranteed Maximum Price Amendment – Renovation of Old Fire Station 1 "** (hereafter "Amendment") to the existing May 12, 2025 *Design-Build Contract* between the **City of Winter Haven**, a Florida municipal corporation (hereafter "City" or "Owner") and **Everett Whitehead & Son, Inc.**, a Florida corporation (hereafter "Whitehead" or "Design-Builder") is made and entered into this _____ day of _____, 2025

W I T N E S S E T H:

WHEREAS, on May 12, 2025, the City and Whitehead entered into the aforementioned Design-Build Contract for the purposes therein described, including but not limited to, the provision of Design Phase Work and Renovation/Construction Phase Services by Whitehead regarding Renovation of Old Fire Station 1 project (hereafter "Project"); and

WHEREAS, City and Whitehead wish to amend their current contractual relationship in order to (a) describe the necessary specific Construction Phase Services required by the City for that portion of the Project consisting of renovation/construction of Old Fire Station 1, and (b) establish the specific framework for construction of the Project including specifications, timelines, and other conditions; and

WHEREAS, City and Whitehead intend this Amendment to supplement the previous statements of their ongoing relationship in regard to the design and renovation/construction of Old Fire Station 1for the City;

NOW THEREFORE, in exchange for the mutual consideration given herein, receipt of which is acknowledged by City and Whitehead, the parties agree to amend their May 12, 2025 *Design-Build Contract* (hereafter "Agreement") as follows:

ARTICLE 1 – GENERAL PROVISIONS

§ 1.1 Incorporation of Recitals. The foregoing recitals are incorporated herein by the parties as true and correct statements forming the factual basis for entry into this Amendment to the existing Agreement between Owner and Design-Builder.

§ 1.2 Construction of Amendment. The parties agree that if anything in the Contract Documents, is inconsistent with the terms and conditions of this Amendment, this Amendment shall control. Paragraphs, provisions, and sections or subsections modified by this Amendment shall read as set forth herein. All terms and conditions of the Contract Documents shall be read so as to give the provisions of this Amendment full force and effect.

§ 1.3 Severability. Should a court or other competent authority render invalid any provision of the Amendment, the parties agree that this shall not in any manner affect the enforceability of the other provisions of the Agreement or Amendment.

§ 1.4 Merger. The Contract between the Owner and Design-Builder, evidenced by the Contract Documents as a complete set (to include this Amendment), represents the entire agreement between Owner and Design-Builder and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. Subject only to properly issued Change Orders, the Contract may be amended only by written instrument signed by both Owner and Design-Builder and approved by the Owner's governing body.

ARTICLE II – GUARANTEED MAXIMUM PRICE

§ 2.1 Whitehead shall provide all Renovation/Construction Work for Old Fire Station 1 in accordance with the Design for the same and all related materials including, but not limited to, design documents, concept drawings, plans, materials documents and specifications developed by Design-Builder during the Design Phase of this Project and as approved by Owner as well as the terms of the *Design-Build Contract* entered into between Owner and Design-Builder on May 12, 2025, for a Guaranteed Maximum Price not to exceed _____ _____ plus any change orders issued in accordance with the *Design-Build Contract* and less any Owner credits as described in the *Design-Build Contract*.

§ 2.2 The terms of the *Design-Build Contract* entered into between the Owner and Design-Builder dated May 12, 2025, to the extent not amended herein are incorporated by reference into this Agreement and shall remain in full force and effect including but not limited to the provisions of Article 5 of the *Design-Build Contract* dealing with the Guaranteed Maximum Price, it being intended that the provisions of this Amendment are deemed to be supplementary to all provisions in the *Design-Build Contract* entered into between Owner and Design-Builder dated May 12, 2025.

(the rest of this page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Guaranteed Maximum Price Amendment – Fire Station ____ as of the date first above written.

EVERETT WHITEHEAD & SON, INC.,
a Florida corporation, d/b/a Whitehead Construction

Signature _____

Printed Name: E. Ryan Whitehead

Title: President

Federal Tax ID Number: 591394761

CITY OF WINTER HAVEN, FLORIDA

BY: _____
T. Michael Stavres, City Manager

ATTEST:

BY: _____
Vanessa Castillo, MMC, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Frederick J. Murphy, Jr., City Attorney

10/30/2024

Addendum 4
RFQ-24-38

The Request for Qualifications, RFQ-24-38, Design Build Services for Redevelopment of the Old Fire Station #1, is hereby amended by clarification of the following:

Question: What material is specified for roofing in this plan?

Answer: Roofing is not part of this remodel. Work is anticipated to be all-interior.

Question: Can the City provide a timeline/date for anticipated shortlist notice, potential interviews and award recommendations?

Answer: This cannot be answered at this time, as the Professional Services Committee has not yet selected a Design/Builder and the project has not yet been designed.

Question: When is the anticipated completion date of this project?

Answer: We anticipate the project being completed in calendar year 2025, pending any challenges that could potentially delay the completion of the project.

All other terms and conditions remain the same.

Bethany Owen
PROCUREMENT MANAGER

P 863.298.5556
procurement@mywinterhaven.com

Bethany Owen / Procurement
500 Third Street, NW
Winter Haven, FL 33881

City of Winter Haven
Financial Services

9/27/2024

Addendum 3
RFQ-24-38

The Request for Qualifications, RFQ-24-38, Design Build Services for Redevelopment of the Old Fire Station #1, is hereby amended by retraction of the previous answer and related attachments contained in Addendum 2. Revised response is as stated below:

1. Question: Is there a preliminary plan for the space that you can share?

   Answer: It is the desire of the City:

   a) ***For this space to be designed with high energy efficient systems (i.e. HVAC, electrical, mechanical, etc. as applicable.***
   b) ***Current staffing includes 4 permit specialists, 2 business tax receipt clerks, 3 plan reviewers, 5 inspectors and 2 building officials. Potential for increase in staff by 5-10 people over the next 5 years. Based on design process, it is anticipated that the staff will be housed in a combination of offices, open work space, counters and other uses.***
   c) ***It is the desire of the Department to house a conference room.***
   d) ***All spaces necessary, as described above, and ancillary spaces and needs will be reviewed and evaluated for appropriate sizing.***
   e) ***It is the desire of the City for this building to be resilient to storms and other natural disasters.***

Please disregard/destroy "Building Div office renovation" attachment previously posted with Addendum 2.

All other terms and conditions remain the same.

Bethany Owen
PROCUREMENT MANAGER

P 863.298.5556
procurement@mywinterhaven.com

9/20/2024

Addendum 2
RFQ-24-38

The Request for Qualifications, RFQ-24-38, Design Build Services for Redevelopment of the Old Fire Station #1, is hereby amended by clarification of the following questions and answers:

1. Question: Is there a preliminary plan for the space that you can share?

   Answer: a list of spatial needs is attached along with the 1968 building floor plan for exterior measurements only.

2. Will there be any renovations as a part of this project to the existing Customer Service, Customer Payments, Financial Services, Technology Services, or Administration? If so, can a plan of these existing departments be provided?

   Answer: No – the project does not affect any part of those areas.

3. Question: Will there be connections between the existing departments above to the new work area, or will the new work area be stand-alone and not connected to the existing departments?

   Answer: No – the new work area will be stand alone and not connected to any of the existing office areas.

3. Question: Has another date for a site visit been selected?

   Answer: One additional, and final walk-thru has been scheduled for 9:00 a.m., Tuesday, September 24. No questions will be taken at that time.

4. The solicitation due date has been extended to 2:00 pm, November 1, 2024. Question deadline extended to 2:00 pm, October 24, 2024

All other terms and conditions remain the same.

Bethany Owen
PROCUREMENT MANAGER

P 863.298.5556
procurement@mywinterhaven.com

Bethany Owen / Procurement
500 Third Street, NW
Winter Haven, FL 33881

Building Division office renovation

Design standards:

- Lighting design to comply with Ch. 405 – FBC energy conservation code. Daylight/occupancy sensor lighting controls.
- All offices and working spaces should have a window / view to the outside
- Minimize use of plastic and foam plastic building materials
- High indoor air quality/minimize use of materials with high VOC or significant chemical off gassing
- Exceed code minimums for insulation and energy performance
- Acoustic separation of private offices and open office spaces from public spaces.

Architecture:

Floor plan should be as open as possible with highest possible ceiling heights

Space/use requirements:

- Accommodate current staff:
    - Permitting: 4
    - BTR: 2
    - Plan review/flood plain: 3
    - Inspectors: 5
    - Building official/deputy: 2
- Lobby and front desk.
- Large conference/classroom space for 80 people minimum. Accessible from main lobby and with a secondary path for access from rear parking lot. A/V equipment closet and dedicated storage space for tables/chairs. Possibly able to divide the room into smaller meeting spaces.
- Open office space for permitting, BTR and inspectors.
- Private office space for building official, dept. building official, flood plain review, fire plans review and building plans review. Each 10'x10' minimum and able accommodate additional 2-4 people for small meetings. Small meeting room adjoining the building official's office.
- Designated isolated space for online test taking. +/- 50 SF, desk space for screen and code books.
- Code book / reference material library, 5-10 Linear feet.
- Small conference room, 10-15 people
- Break room / kitchen space
- Separate public and employee bathrooms
- Separate auxiliary open office space for flexible future use, 10 future working spaces minimum.
- Space for office equipment including large scanner/plotter
- Space for temporary physical records storage (+/- 50 SF)
- Storage closet for inspector's tools/equipment (+/- 25 SF)
- Janitorial / materials storage (+/- 64 SF)
- Electrical room with space for future equipment

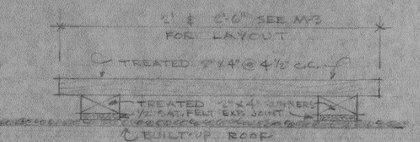
Site:

- Utilize existing parking to the North of building

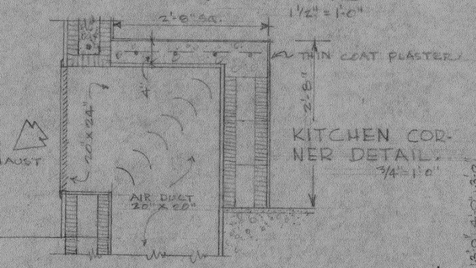
- Utilize some of the existing courtyard space to east of building for flexible use as an outdoor classroom, meeting, work and break area
- Convert existing driveway to the east of the building into street parking, sidewalk and lawn
- Organize parking to the back / West of building for city owned vehicles and employees.
    - Designated space for 12 city owned vehicles minimum
- Plan for use of west courtyard for future office expansion, storage or equipment placement.
- Create required ADA parking as needed
- Install 2+ public EV charging stations – match other existing stations operated by the city
- Plan for future installation of EV charging equipment for city owned vehicles
- Plan for future installation of roof mounted solar equipment and battery equipment.
- Landscaping as required for aesthetic improvement of the building
- Remove existing exterior conduit, equipment, slabs/ramps, etc. to improve appearance of the building.
- New wall or monument sign(s)

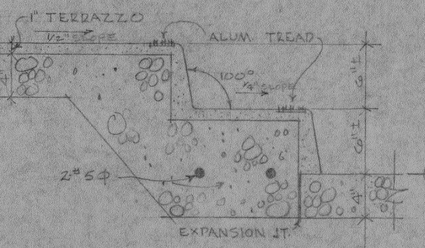
<u>Emergency use / Resiliency</u>:

- Able to maintain normal use of the building in emergency situations and extended power outages lasting min. of 1 week. Install generator and investigate other options.
- Modify structure as required to meet 140 mph wind
- Space for 1 shower
- Surge protected electrical and data equipment
- Ice machine

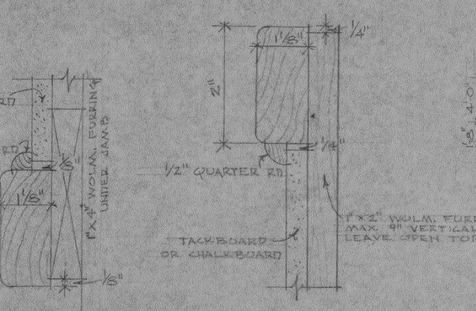


CATWALK DETAIL
1½"=1'-0"

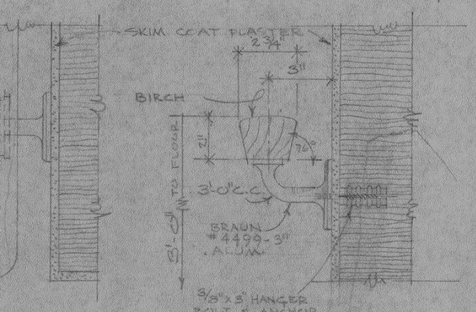




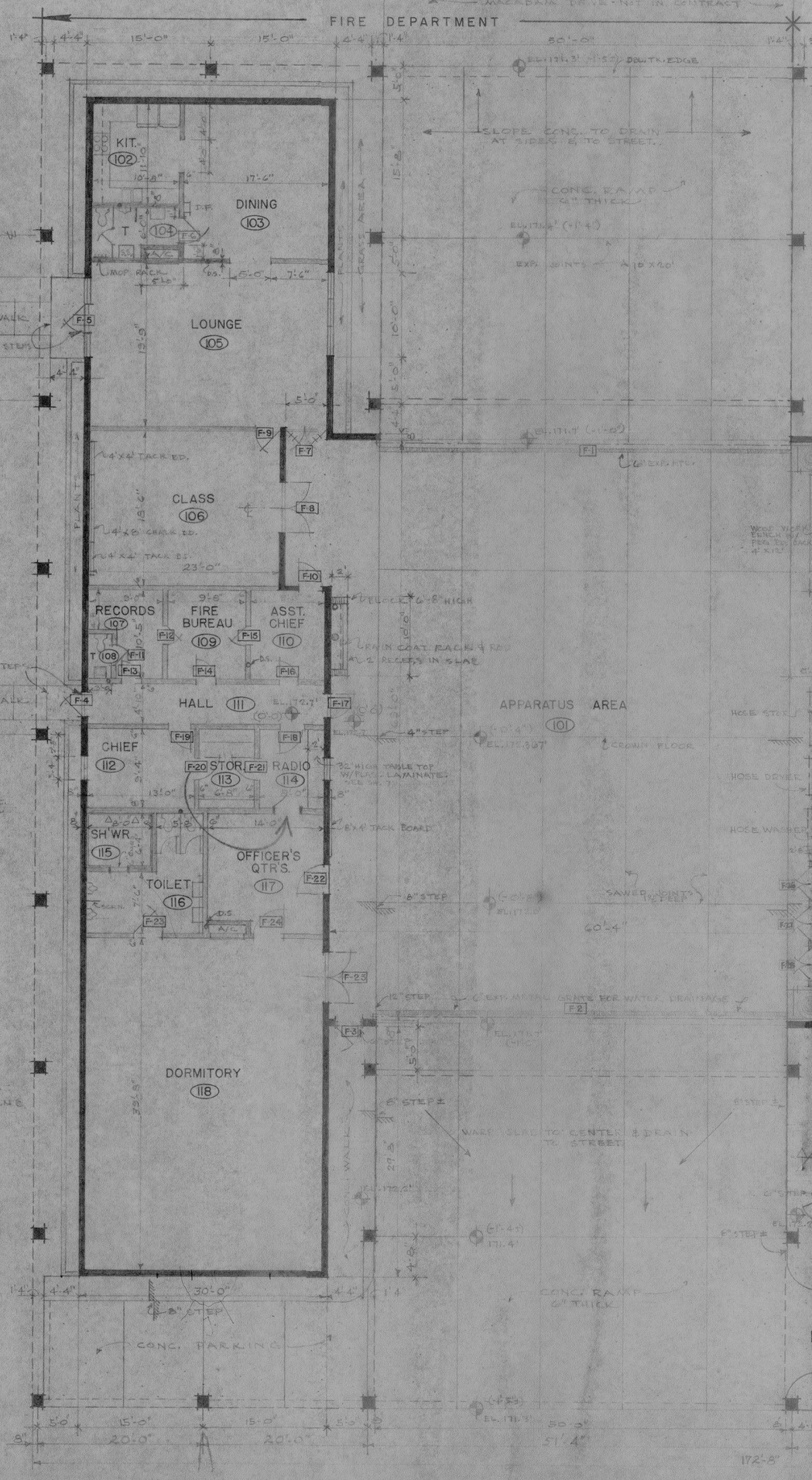
ENTRY STAIRS SECTION
1½"=1'-0"

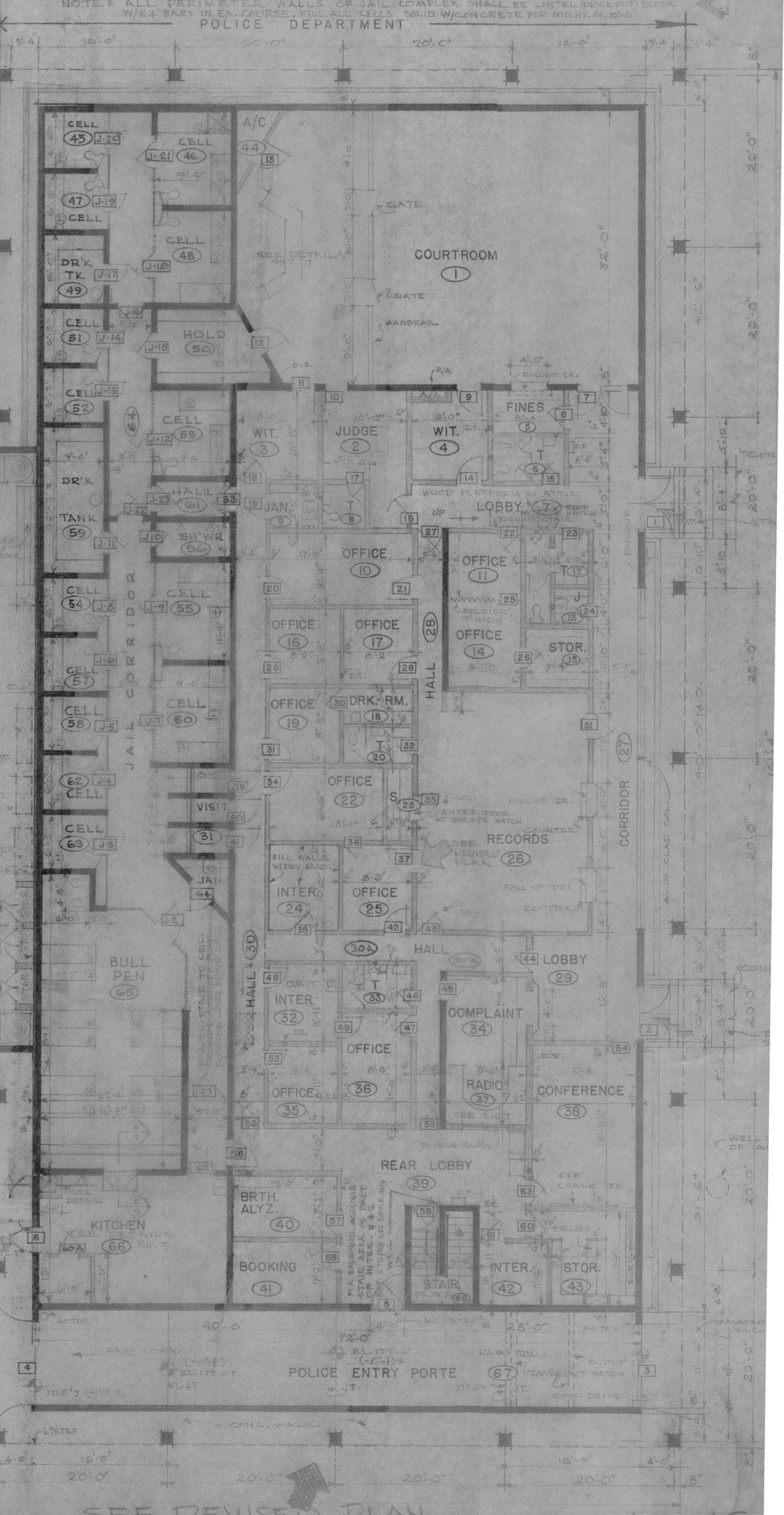


C & TACKBOARD SECTION
1/2 F.S.



HANDRAILS 3"=1'-0"





City of Winter Haven
Financial Services

8/29/2024

Addendum 1
RFQ-24-38

The Request for Qualifications, RFQ-24-38, Design Build Services for Redevelopment of the Old Fire Station #1, is hereby amended by clarification of the following questions and answers:

1. Question: What size job is it in dollar amount?

   Answer: See page 9 of the solicitation – funds allocated are $4M

2. Question: Can you please provide copies of existing drawings, plus design program of spaces desired by the County?

   Answer: The City does not have drawings or designs and is requesting interested firms complete the scheduled walk-through Sept. 10 at 9:00 am to create and submit concepts for consideration of award.

All other terms and conditions remain the same.

Bethany Owen
PROCUREMENT MANAGER

P 863.298.5556
procurement@mywinterhaven.com

Bethany Owen / Procurement
500 Third Street, NW
Winter Haven, FL 33881

WINTER HAVEN
THE CHAIN OF LAKES CITY

8/21/2024

REQUEST FOR QUALIFICATIONS
RFQ-24-38

Sealed responses will be received by the City of Winter Haven until **2:00 P.M., OCTOBER 9, 2024, at our online solicitation platform, Mercell for:**

"Design Build Services for Redevelopment of Old Fire Station Number One"

A public bid opening will be held virtually at 2:01 pm on the date shown above via the following Zoom link:

https://mywinterhaven.zoom.us/j/82585406322?pwd=nzdasQJg2KwjWkZf2xpuIKndPA8auj.1

*Interested firms are offered an opportunity to view the interior of the facility at a walk-thru scheduled for **9:00 am, Tuesday, September 10.** Measurements and photos are allowed but no questions will be taken.*

The City is requesting responses from those qualified firms with previous experience in this type of work. Firms submitting responses shall provide evidence of their experience and expertise in similar work performed.

Public Records – It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency / Fla. Statute – 119.01(1). (Do not submit any documents that you do not want to be made public).

Questions concerning this bid must be submitted on or before **2:00 p.m**., **October 1**, to Cedric Cox at ccox@mywinterhaven.com Questions received after this time may not be answered.

The responses shall be furnished in accordance with the RFQ, requirements, and any other documents prepared for this bid. **W-9** should be attached to the bid when returned by the responding vendor. Please note the AFFIDAVIT form which must also be completed. Payment will be rendered to the name and ID appearing on the W-9.

THIS SOLICITATION WILL FOLLOW THE REQUIREMENTS OF FLORIDA STATUTE 287.055 TERMED THE "CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT (CCNA)". IN COMPLIANCE WITH THE FLORIDA CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA), (CHAPTER 287), RATES SHALL NOT BE INCLUDED IN THIS PROPOSAL.

The City of Winter Haven reserves the right to reject any and all responses, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the documents referenced herein above.

Sincerely,
CITY OF WINTER HAVEN
Bethany Owen
Bethany Owen
Procurement Manager

LEGAL ADVERTISEMENT

REQUEST FOR QUALIFICATIONS

RFQ-24-38

The City of Winter Haven will receive sealed responses until **2:00 P.M., September 25, 2024** for:

"Design Build Services for Redevelopment of Old Fire Station Number One"

Prospective bidders may obtain copies of the RFQ at: https://app.negometrix.com/buyer/690

Advertised: August 21 with a September 25 bid opening. An extension to October 9 had been made post-advertisement.

City of Winter Haven

REQUEST FOR QUALIFICATIONS

Design Build Services
for
Redevelopment of Old Fire Station Number One
551 Third Street NW, Winter Haven, FL 33881

PROJECT No**. RFQ–24-38**

1.0 INTRODUCTION

1.1 The City of Winter Haven (CITY) is interested in receiving qualifications from experienced design-build teams for the delivery and furnishing of all necessary materials, labor, equipment, and professional services for the design and construction of a new Building Division Customer Service Center at "Old Fire Station Number One" 551 Third Street NW, Winter Haven, FL 33881 (Old Fire Station Number One). Selective interior demolition has been completed. The estimated commencement for the project (design) is anticipated to start summer 2024 and Construction will commence immediately upon agreement on the design and Guaranteed Maximum Price. This design-build project is a redevelopment of the "Old Fire Station Number One" into a modern office and customer service area for the CITY's Building Division operations.

1.2 The project information included in this RFQ Submittal is preliminary in nature. There is no work guaranteed as a result of being shortlisted or top-ranked through this solicitation.

1.3 All interested Proposers shall be required to comply with Florida Statute 287.055, Design-Build requirements.

2.0 BACKGROUND

2.1 The CITY decommissioned Old Fire Station Number One and would like the building renovated to meet the demand for office space and general operations associated with the City of Winter Haven's Building Division. Old Fire Station Number One has been demolished internally and is mostly an empty shell. Generally, the CITY is seeking to have the building renovated with offices, conference room, large training room, separate bathrooms for staff and customers, break room with small kitchen and a waiting/reception area with adequate space to accommodate a kiosk and provide excellent customer service.

2.2 The CITY has tentatively opted to use the "Qualifications-Based Selection" Design-Build process for the delivery of design services and construction services for this project. For information, the Design Criteria Package is included with this request.

2.3 The CITY proposes to select a highly qualified Design-Build team for the design and construction of the project. The selected firm must be willing and able to provide reasonable proposals within short time frames and must be prepared to commence and complete the work in accordance with the CITY's required schedule.

2.4 Project Information & General Scope

A. Introduction

An integral component of the City's economy is a vibrant and thriving downtown that provides citizens with broad business, social and artistic choices and activities. Winter Haven's central geographic location between the Tampa and Orlando areas has attracted a variety of new businesses and industries, which in turn positively impact residential growth. A primary selling point for current and future residents is the high quality of life and abundance of recreational outlets. These recreational outlets are also becoming more sought after by tourists visiting the City in concert with their vacations to LEGOLAND Florida.

The CITY is interested in receiving qualifications from experienced design-build teams for the delivery and furnishing of all necessary materials, labor, equipment, and professional services for the design and renovation of Old Fire Station Number One.

B. Project Location

The project site is located within Section 20, Township 28 South, Range 26 East, Winter Haven, Polk County, Florida. The main improvements are anticipated to be made primarily on the primary parcel. However other improvements may be made to surrounding roadways, parking areas, parcels, and/or within easements, or rights of ways, if deemed appropriate.

Primary Parcel: 262820-554000-003010

C. Project Description

The Old Fire Station Number One, as its name implies, was home to the CITY's primary Fire Station until it was decommissioned and relocated to its new location on Avenue G. The scope of the project is anticipated to include all survey, spatial analysis, engineering, landscape architecture, architecture, permitting, specifications, public involvement, and construction to complete the design elements. Additionally, the City reserves the right to assign inspection and further project management services to the selected team. Primary improvements revolve around the renovation of Old Fire Station Number One and adjacent parking, if necessary. These include but are not limited to:

- Primary scope involves the following:
    - Evaluation of Building Division needs including spatial analysis.
    - Design services including concept development and review, and additional reviews at 30% and 90% completion.
    - Permitting
    - Construction and construction management services
- Additional components for consideration
    - Potential off-site improvements to existing and adjacent public parking and/or improvements within the adjacent rights of way.
- Owner and DB team shall work together to explore various innovation options for "smart" technology.
- Possible public engagement

- Successful team shall be required to meet throughout the project with project stakeholders and City Staff, with possible presentations to the City Commission.

- It will be the contractor's job to perform all work necessary to complete this job. This will include any necessary survey work all engineering; drawings; cost estimates; permitting; and work.
- Contractor team shall be expected to identify all necessary onsite/offsite infrastructure upgrades if necessary, including water, sewer, storm water, power, fiber, etc. These upgrades and costs shall be incorporated into the overall project.
- At a minimum, the Design Build team shall include a general contractor, engineering/survey team and an architect. All disciplines including the GC should have previous experience with renovation/redevelopment of existing structures.
- Schedule – Spatial analysis and concept plan work should commence immediately upon award. Plan development is expected to be expedited. A schedule for 30% Design & Estimates, 90% Design & Estimates and Final Plans shall be submitted as part of the RFQ. All estimates shall include an appropriate percentage contingency when submitted to the City.

3.0 RFQ PROCESS

3.1 The selection process will involve a staged proposal review to minimize Proposers' costs in preparing initial qualification proposals and expedite the review process. Interested Proposers will initially submit a written qualifications proposal (in response to this RFQ Submittal) which will be the basis for ranking.

3.2 The CITY will use a Professional Services Committee (PSC) for recommendations in the design-build selection process. The PSC will consist of the following members or their designee:

1) Eric Labbe – Director of Economic Opportunity & Community Investment
2) Cedric Cox, Sr. – Assistant Director of Economic Opportunity & Community Invest.
3) Brian Wells – Building Division Director
4) Julie Adams – Director of Parks, Recreation and Culture
5) Andy Palmer – Parks, Planning & Strategic Initiatives Manager
6) Commissioner Brian Yates – non-voting Commission Liaison

3.3 The intent of the qualifications proposal is for respondents to indicate their interest, relevant experience, financial capability, staffing, organizational structure, having an understanding of the project, and approach to completing the proposed project.

3.4 If determined to be necessary by the PSC, based upon a review of these qualification proposals, a minimum of the top three ranked teams/firms may be requested to make oral presentations to the PSC regarding their qualifications, approach to the project, and ability to furnish the required services. Each ranked proposer will be required to provide a statement from an A- or better surety company describing the Proposer's bonding capacity. If written submittals and rankings are satisfactory to the PSC, the City reserves the right to make a recommendation for award solely based on the written responses and rankings.

3.5 After review of the proposal rankings and oral presentations, if deemed necessary, the PSC will recommend the list of the ranked Proposers and submit its recommendations to the City Manager. The City Manager shall then finalize the ranking and publish same in

accordance with applicable City and State procurement requirements. Thereafter as the City Manager deems appropriate, he will submit his recommendation as to the rankings to the City Commission for their review and approval/award. After City Commission approval/award of the rankings, the City Manager or his designee will engage in competitive negotiation with the top-ranked firm/team in order to negotiate an Agreement in good faith, (i.e. establish terms of the work, the guaranteed maximum price for the work and the guaranteed dates of substantial and final completion) and then make and submit said Agreement to the City Commission for review and approval.

3.6 If in the sole judgment of the CITY, a contract cannot be successfully negotiated with the City Commission's top-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the City Commission's second-ranked firm. If a contract cannot be successfully negotiated with the City Commission's second-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the City Commission's third-ranked firm. **The CITY reserves the right to negotiate any element of the proposal and terms in the best interest of the CITY.**

3.7 Firms (including shortlisted firms) will not receive any stipends or compensation for their proposals provided under this solicitation.

4.0 INSTRUCTIONS FOR SUBMISSION OF QUALIFICATION PROPOSALS

4.1 Firms interested in the above project should submit a Statement of Qualification (SOQ) to include a cover letter and detailed qualifications for the scope of work of approximately 20 pages in length (excluding resumes). Brevity is encouraged. Resumes for Key team members, organizational chart and City forms should be incorporated as an appendix.

5.0 RATING SYSTEM FOR DEVELOPMENT OF SHORT-LIST

For the development of rankings, a rating system will be utilized by the CITY'S PSC to score and rank each proposal. Proposers are encouraged to keep their qualification proposals concise and to include a minimum of marketing materials. At a minimum, each Proposal must address the following criteria:

		Maximum Points
1.	General Information	5 Points
2.	Experience and Qualifications of Firm/Team	30 Points
3.	Experience of Key Personnel to be assigned to this Project	30 Points
4.	Understanding of the Project and Approach to Performing the Required Services	15 Points
5.	Intent/Capacity to affect the local economy through the use of local labor, vendors, sub-contracts, and resources	10 Points
6.	Organizational Resources	10 Points
	TOTAL POSSIBLE POINTS	100 Points

Each criterion is further described below. Proposers must provide responses and information sufficient for evaluation under the pertinent rating system described below. The CITY reserves the right to request additional information from Proposers subsequent to the receipt of proposals.

5.1 General Information (5 Points):

5.1.1 Provide a general description of the firm and/or team that is proposing to provide design build services. Explain the legal organization of the proposed firm or team.

5.1.2 List the Florida professional (Landscape Architect, Engineer, General Contractor, etc.) and applicable licenses held by the firm/team and the key personnel who will be assigned to this project. Each prime consultant/contractor must be listed. All primary members of the DB Team including landscape architect, architect (if applicable), engineering and GC shall have previous experience in building design/renovation & construction. Provide the license number and explain if held by an individual or firm.

5.2 Experience and Qualifications of the Firm/Team (30 Points):

5.2.1 Identify at least three comparable projects in which the firm served as either Construction Manager at Risk, agency Construction Manager during design and construction phases (without providing construction services), Design Builder or General Contractor. Special consideration will be given to firms that have provided Construction Manager at Risk or Design Build services on similar successful projects. Please note that each primary member of the Design Build Team shall have previous experience in building renovation/construction design, construction document preparation and construction.

For each project identified, provide the following:

a. Description of project including initial budget and timeline.

b. Role of firm (specify whether Construction Manager at Risk, Construction Manager, Design-Builder or General Contractor). If Construction Manager at Risk, Design Builder or General Contractor, identify percentage of work self-performed. Also specify services provided during design phase (i.e. cost estimating, scheduling, value engineering, etc.).

c. Project's final construction cost.

d. Construction completion date.

e. Project owner.

f. Reference information, per project (one current contact name and title with telephone number, fax number and e-mail address).

5.3 Experience of key personnel to be assigned to this project (30 points):

5.3.1 Provide an organization chart showing key personnel that will be associated with this project. Include a resume for each key person identified.

5.3.2 List any proposed Design Builders, including key staff names and the experience and qualifications of these individuals.

5.4 Understanding the project and approach to performing the required services (15 points):

5.4.1 Describe your firm's project management approach and team organization during design and construction phase services. Describe systems used for planning, scheduling, estimating and managing construction. Describe the firms approach to

customer communication throughout the project. Briefly describe the firm's experience on quality control, dispute resolution, and safety management.

5.4.2 Discuss the major challenges your team has identified on this project and how you intend to address those issues.

5.5 Intent/Capacity to affect the local economy through use of local labor, etc. (10 points):

5.5.1 The City desires strong local participation on this project. Describe your firm's approach to maximize utilization of local resources, to include as a minimum, local suppliers, equipment providers, subcontractors, and laborers. Identify the location of the firm's principal office and the home office location of key staff on this project. Identify local (i.e. presently living or relocating to the area) vs. non-local staffing of your team, and the percent of your work expected to be done locally.

5.6 Organizational resources (10 points):

5.6.1 As part of the evaluation process, the City has the responsibility of taking into account the size and complexity of the project under construction and be assured that the Design Builder has the organizational and financial resources required to successfully deliver this project. Please describe your operational stability, corporate financial resources, bonding capacity and insurance limits.

5.6.2 Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last three (3) years. Briefly describe the circumstances and the outcomes.

6.0 RISK

6.1 Proposers responding to this Request for Qualifications do so at their sole expense and risk. Subsequent to the issuance of this Request for Qualifications, the CITY reserves the right to:

- Make changes to the RFQ;
- Cancel this RFQ;
- Request clarifications;
- Negotiate modifications to proposals;
- Reject any and all proposals for any reason whatsoever; and
- Proceed with alternative project delivery methods if so desired by the City.

No Proposer is guaranteed the award of an Agreement or any work as a result of being selected or ranked for this project.

7.0 CLARIFICATIONS AND ADDITIONAL INFORMATION

7.1 The City reserves the right to request clarifications or additional information from any Proposer. Specific questions may be addressed to each of the Proposers and the

Professional Services Committee may consider any further elaboration by the Proposers of any information previously submitted.

8.0 CONTACT WITH CITY OFFICIALS AND EMPLOYEES

8.1 All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Professional Services Committee, the Mayor, Commissioners, City Manager's Office, Department Heads and other staff. This policy is intended to create a level playing field for all potential firms, assure the contract decisions are made in public and to protect the integrity of the selection process.

9.0 LATE SUBMITTALS

9.1 It is the Proposer's responsibility to ensure its Qualifications Proposal is received by the CITY on or before the time and date specified above and on our e-procurement platform. Under no circumstances will qualification proposals received after the delivery time specified be considered.

10.0 PARTNERSHIP / CORPORATIONS / AGENTS

10.1 When a Proposer is a partnership or joint venture, the Proposal shall be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture agreement. Any existing written underlying partnership or joint venture agreements shall be included as part of the proposal.

10.2 When a Proposer is a corporation, the authorized corporate officer signing the Proposal shall set out the corporate name in full beneath which said officer shall sign his/her name and give title of his/her office. The Proposal shall also bear the seal of the corporation.

10.3 Anyone signing the Proposal as officer or other agent must file with it legal evidence of the authority to do so. Proposers who are or include corporations or limited partnerships shall furnish a duly executed certificate of status from the Florida Department of State.

10.4 The person(s) signing each Proposal shall certify under oath on the attached Certification form **(Attachment A)** that the information contained in the Proposal is true and accurate. Each Proposer understands, by submitting a Proposal that the Professional Services Committee will rely in part on such certification in selecting the short-listed firms.

10.5 Failure to submit documents requested above with the proposal or within 24 hours of request made by the CITY may be the basis for rejection of the Proposal. Such documents must be effective as of the date of the proposal.

10.6 Short-listed Proposers will be required to show evidence of having filed with the State of Florida for registration of their Design-Build entity within 15 days of announcement of the short list.

11.0 CHANGES IN PROPOSER ENTITY/TEAM

11.1 The Proposer is responsible to promptly notify the City as to any change in the information in its submitted proposal. Failure to inform the City within 24 hours of occurrence of a change may result in removal of the Proposer from consideration for the project.

11.2 Any changes to a Proposer entity after it has submitted its proposal may result in removal of the Proposer from consideration for the Project. Any additions, deletions or substitutions in a Proposer's team after it has submitted its proposal require a showing of good cause and must be clearly identified by the Proposer; and the reasons for the changes must be provided.

11.3 Decreases in scoring may result from the reconsideration of changes in the project team. No increases in scoring will result from the reconsideration of changes in the project team.

12.0 ASSIGNMENT OR TRANSFER

12.1 The selected Proposer shall be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of its responsibilities under the Agreement, or its rights, title or interest therein or its power to execute such Agreement to any person, company, corporation or partnership without prior written notice and consent and approval of the City. The City of Winter Haven has sole discretion whether or not to consent to any contemplated assignment.

13.0 REQUEST FOR INFORMATION / CLARIFICATION

13.1 Any firm requesting additional information and/or clarification relating to this project shall direct such requests to:

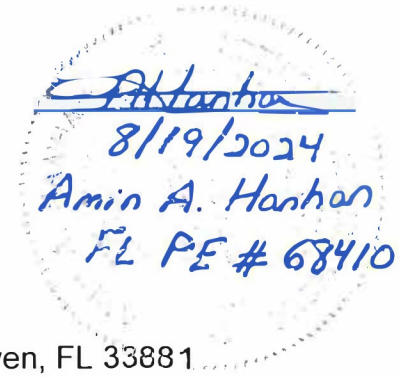
Cedric Cox, Sr.,C.O.S.
Assistant Director of Economic Opportunity & Community Investment
ccox@mywinterhaven.com

14.0 REQUIRED INDEMNIFICATION

14.1 The DESIGN BUILDER shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the DESIGN BUILDER and other persons employed or utilized by the DESIGN BUILDER in the performance of the contract.

15.0 PUBLIC RECORDS

15.1 Pursuant to F.S. §119.071(1)(b)1.a., sealed responses to this RFQ are exempt from the public inspection and copying requirements of Chapter 119, Florida Statutes until such time as the announcement of a decision based on the qualification proposals or within 30 days after proposal opening date, whichever is earlier.



DESIGN CRITERIA PACKAGE
REQUEST FOR QUALIFICATIONS
DESIGN-BUILD SERVICES
FOR
RFQ-24-38
Old Fire Station Number One, 551 Third Street NW, Winter Haven, FL 33881

PART 1. PROJECT INFORMATION

A. Design Criteria

- All survey, engineering, architecture and landscape architecture needed
- Site Development
- City of Winter Haven Unified Land Development Code as applicable
- City of Winter Haven Technical Standard Specifications
- Storm water Management per the City's and SWFWMD rules, and regulations as applicable
- FDEP and Polk County Health Department rules and regulations as applicable
- Any rules and regulations from other authority's having jurisdiction
- Successful DB Team shall coordinate with City Staff during the design process for specific specialty items including but not limited to irrigation, landscaping and other project elements as needed

Building Code

- Prevailing Florida State Building Code.
- Polk County Health Department

B. Project Cost Estimate and Design and Construction Schedule

The current allocated funds for design and construction of this project are approximately $4 Million US dollars. Design is anticipated to commence in Summer 2024 followed by construction in Fall 2024

PART 2. DESIGN-BUILDER (DB) RESPONSIBILITIES

A. Design Services

1. General

The DB shall provide design services to accomplish the work contained in this RFQ. This includes providing survey, civil engineering design for all site work and permitting with the South West Florida Water Management District (SWFWMD) and the City, providing all Landscape Architecture, Architectural, Mechanical, Electrical, Soil Sciences, and

Structural engineering services (drawings and corresponding specifications) and permitting with the City's Building and Permitting Division as applicable. The DB shall be the single point of contact for all design services. The DB shall obtain such additional geotechnical and related information that it deems necessary for performance of the work. Additionally, expertise in design/build construction/renovation; and other applicable standards as associated with municipal construction and renovations.

2. Design Review and Recommendations

The DB shall provide progress review sets at 30%, 60%, 90%, and 100%. The design shall comply with all applicable federal, state, and local (City) codes and requirements. The DB shall make recommendations with respect to the selection of systems and materials and cost reducing alternatives through a Value Engineering process. The DB shall also ensure the constructability of the project during the design and review process. In addition to City reviews, the DB shall submit the plans to the necessary permitting agencies including the City for site plan reviews at the necessary progress intervals. An appropriate contingency shall also be incorporated into the design estimates at the various phases.

3. Permitting

The DB shall prepare all applications, data, and drawings required by permit agencies and shall be responsible for obtaining all necessary permits, including required fees.

B. Construction

1. General

The DB shall be responsible for performing the traditional duties of a General Contractor throughout the performance of the work and warranty periods.

The DB shall coordinate and ensure all work is in accordance with the design documents provided by the designer and as approved by the City. The DB will resolve and be responsible for conflicts between the design and actual on-site conditions.

The DB is to ensure that the project is completed in accordance with the plans and specifications and requirements of the City. The DB shall be responsible to the Economic Opportunity & Community Investment Department Director or their designee for all aspects of the project.

2. Supervision

2.1 The DB shall assign a Project Manager to this job, who shall be responsible for all project activities from design through construction including coordination with the Owner, Regulatory Agencies, other Prime Contractors, etc.

2.2 Design/Builder shall assign an on-site, full-time superintendent solely for this project.

3. Temporary Facilities and Controls

3.1 DB shall provide temporary facilities and controls needed for the Work including but not limited to:

a. Telephone service for the Design/Builder office trailer.
b. Portable sanitary facilities located on the site for Design/Builder personnel only.
c. Field offices/sheds for Design/Builder construction and office personnel.
d. Temporary electric power and lighting connection to an existing supply within 25' of the site. Metered electricity usage is at Design/Builder's expense.
e. Temporary construction water connection to an existing supply at the site. Metered water usage is at Design/Builder's expense.

3.2 DB shall provide temporary barricades, including but not limited to:

a. Safety barricades around major excavations in accordance with OSHA guidelines including warning tape and lighted flashers if required.
b. Temporary barricades, traffic barriers, safety lighting, etc., as required.

3.3 DB shall provide temporary chain link fencing 6' – 0" high including construction safety signs and warnings for the site. DB shall remove fencing at project completion.

3.4 DB shall coordinate with contractors completing surrounding work as needed. DB shall ensure that work does not interfere with these surrounding projects.

4. Quality Control / Quality Assurance / Inspections

The DB shall be solely responsible for daily inspections of the project. The DB shall develop a quality control/quality assurance program. Final acceptance of the project and quality assurance shall be provided by the City and based on the DB's certification that the project is 100% complete, including, but not limited to all restoration, payment certifications, environmental permit close-out requirements, as-built documentation and all other required close out documents.

5. Testing Services

5.1 Testing services shall be performed by an independent agency. DB shall provide all inspection testing, including but not limited to:

a. Concrete testing with cylinder breaks for foundations and slabs-on-grade.

b. All geotechnical services and soil inspections to verify soil bearing capacity for the site. This includes inspection of excavations and footings prior to placement of concrete.

c. Any additional independent testing required by the governing building codes.

6. Project Management Information

6.1 The DB shall establish, with the full concurrence of the City, procedures for organizing and accomplishing the management control of the project including safety and traffic control.

6.2 The DB shall design, implement and utilize a Project Management Information System (PMIS) to facilitate the rapid and accurate exchange and monitoring of information between all parties.

a. The PMIS shall include as a minimum the following:

- Narrative reporting, on a monthly basis
- Schedule control, on a monthly basis
- Cost control, and estimating
- Project accounting
- Action reports
- Compliant Log
- Daily Quality Control / Inspection Reports
- Change Order Log

All reports, documents, and data to be provided shall represent an accurate assessment of the current status of the project and of the work remaining to be accomplished. The information provided shall provide a sound basis for identifying variances and problems and shall include recommendations for making management decisions. It shall be prepared and furnished to the City monthly throughout the contract period.

7. Warranty

Where any work is performed by the DB's own forces or by subcontractors under contract with the DB, the DB shall warrant that all materials and equipment included in such work will be of good quality, free from improper workmanship and defective materials and in conformance with the drawings and specifications. In general, the warranty shall be a one-year warranty period from the date of acceptance by the City unless superseded in the scope of work. With respect to the same work, the DB further agrees to correct all work found by the City to be defective in material or workmanship or not in conformance with the drawings or specifications at no expense to the City.

8. Investigations and Litigation

If the DB, the Preliminary Design Professional, or any other member of the DB Team with more than a 20% share of the Contract has ever been the subject of an investigation conducted by a regulatory or professional licensing board, give the details of such action. If the same parties outlined above have ever been sued or debarred from working for a public authority as a result of their actions or inaction in the course of the practice of their business or profession, give the details of such a suit or debarment.

PART 3 CITY RESPONSIBILITIES

A. City shall provide the following Information:

1. Upon request, the City shall provide all known available information regarding the requirements for the project design.
2. The City shall designate a representative who shall be fully acquainted with the project. The representative shall render decisions promptly and furnish information expeditiously.
3. The City shall furnish, as indicated in the Contract Documents, the lands upon which the construction is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the DB. The City may request the DB to assist with this effort. The DB shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

PART 4 SITE WORK BY DESIGN/BUILDER

A. Site Preparation

Prior to commencing any site preparation work, the DB shall provide all the required erosion and sediment control measures and implement all BMP's to ensure proper control of erosion and sedimentation. The project site SHALL be cleared and graded to subgrade elevation by the Design/Builder. All known underground utilities shall be relocated prior to excavation, if in conflict as determined by the City.

B. Excavating, Backfilling and Compaction

1. Excavate for retention pond if deemed necessary by SWFWMD.
2. Excavate and backfill foundations as follows:
   a. All excavating, backfilling and compacting required to facilitate the installation of any/all foundations as shown on the approved engineering drawings.
   b. Filling and backfilling with on-site materials to restore design rough grade elevations. Backfilling materials free from organic matter and deleterious substances, containing no rock or lumps over 6" in greatest dimension.
   c. Hauling of excess or unusable excavated material to an off-site disposal area chosen by the City.

C. Temporary Fencing

DB to provide galvanized chain link fencing at the perimeter of the project site.

PART 5 CONCRETE

A. Concrete Formwork

1. Provide formwork for all cast-in-place concrete foundations within the project footprint. Items included but not limited to:
   a. Concrete foundations including footings and grade beams.
   b. Slab on grade.
   c. Site retaining walls (if applicable).

B. Concrete Reinforcement

1. Shop fabricated non-epoxy coated reinforcing bars including all required accessories for all cast-in-place concrete foundations, retaining walls, grade beams, and supported slabs, in accordance with the applicable codes and specifications.
2. Welded wire fabric (not epoxy coated), in accordance with the applicable codes and specifications.
3. Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.

C. Cast-In-Place Concrete

1. Reinforced concrete work includes footings and grade beams, slab on grade, and miscellaneous work.
   a. Standard gray, ready mix concrete for all cast-in-place concrete requirements.
   b. 3,000 psi concrete or greater to be used for all slabs, foundations, and walls.
   c. Form finish for all exposed concrete with fins removed, snap tie holes filled and honeycomb repaired.
   d. All work in accordance with ACI Standards and Procedures.

PART 6 MASONRY (If Applicable)

A. Unit Masonry

1. Conventional concrete masonry units:
   1.1 Hollow Units:
      a. ASTM C 90, normal weight, in accordance with the applicable codes.
   1.2 Solid Units:
      a. ASTM C 145, normal weight, in accordance with the applicable codes.
2. Mortar
   2.1 Portland cement: ASTM C 150, in accordance with the applicable codes.
   2.2 Masonry cement: ASTM C 91, in accordance with the applicable codes.
3. Clean, sharp, well graded aggregate free from injurious amounts of dust, lumps, shale, alkali, surface coatings, organic matter and complying with ASTM C 144.
4. Masonry walls to be sealed and painted.

PART 7 METALS (if applicable)

A. Miscellaneous Metals

1. Provide all labor, materials, etc. per Building Code to install any and all miscellaneous metal items including, but not limited to, the following:

   a. Loose metals lintels, bollards, pipe guards at all leaders, miscellaneous angles and plates and other miscellaneous fasteners, anchors and inserts.

PART 8 THERMAL AND MOISTURE CONTROL

A. Slab on Grade

1. The slab on grade shall be installed over termite treated fill, covered with 6 mil visqueen blanket.

B. Caulking and Sealants

1. Caulk and seal joints to provide a positive barrier against passage of moisture and air shall be applied to:

   a. Caulking of all frames.

   b. Standard color for all caulks and sealants.

   c. Joint filler to be ½" thick pre-mold.

PART 9 FINISHES AND LANDSCAPING (If Applicable)

A. Painting

1. All masonry walls and non-galvanized miscellaneous metal specified in Section (7.A) shall be painted with a standard color finish coat to match the color scheme of the park.

   a. All doors and frames will be painted to match the building color scheme.

   b. All field applied paint will be single coat epoxy or urethane with a minimum of 3 mils dry film thickness.

2. Provide (1) coat of primer sealer, (1) coat of finished paint to all surfaces of wall panels.

B. Landscaping

1. Provide landscaping, irrigation, and sod restoration in accordance with the approved site plans.

PART 10 MECHANICAL (If Applicable)

A. Plumbing

1. Provide a complete plumbing system including:

   a. Fixtures as shown on the approved drawings.

   b. Potable water supply to all fixtures.

PART 11 ELECTRICAL

A. Electrical System and Lighting

1. Provide compete electrical system and lighting as required by design. Service (DB to verify size) to include all conductors, conduits, wiring devices, power, all per code.

ATTACHMENT A
FIRM INFORMATION / CERTIFICATION

1. Legal Name of Firm. Indicate if the Firm is a Corporation, Joint Venture, Partnership, etc.:

   _____

2. Name/Title of contact person for the Firm:_____

3. Local business and mailing address:_____

4. Primary business and mailing address:_____

5. Telephone Number: (___)_____ Fax: (___)_____

The above-named Firm affirms and declares:

A. That the Firm understands all requirements for the RFQ and states they will comply with all the stipulations included in the RFQ package.
B. That the Firm is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below.
C. That this qualification proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below.
D. That no officer or employee or person whose salary is payable in whole or in part from the City's Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment and work or labor to which they relate; or in any portion of the profits thereof.
E. That the Firm has received and carefully examined all Addenda issued prior to Opening.
F. All statements made by the Firm in the Proposal are true and accurate as of the Proposal submittal date.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

_____
Witness

_____
Witness

CORPORATE SEAL
(Where Appropriate)

FIRM:

BY:_____(SEAL)
(Authorized Signature in Ink)

_____
(Printed Name of Signer)

_____
(Printed Title of Signer)

_____
(Date)

(ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.
He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

_____(Signature of the Person taking Acknowledgment)

_____(Name of Acknowledger Typed, Printed and Stamped)

_____(Title or Rank)

_____(Serial Number if Any)

(ACKNOWLEDGEMENT OF FIRM, IF A PARTNERHSIP OR INDIVIDUAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.
He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

_____(Signature of the Person taking Acknowledgment)

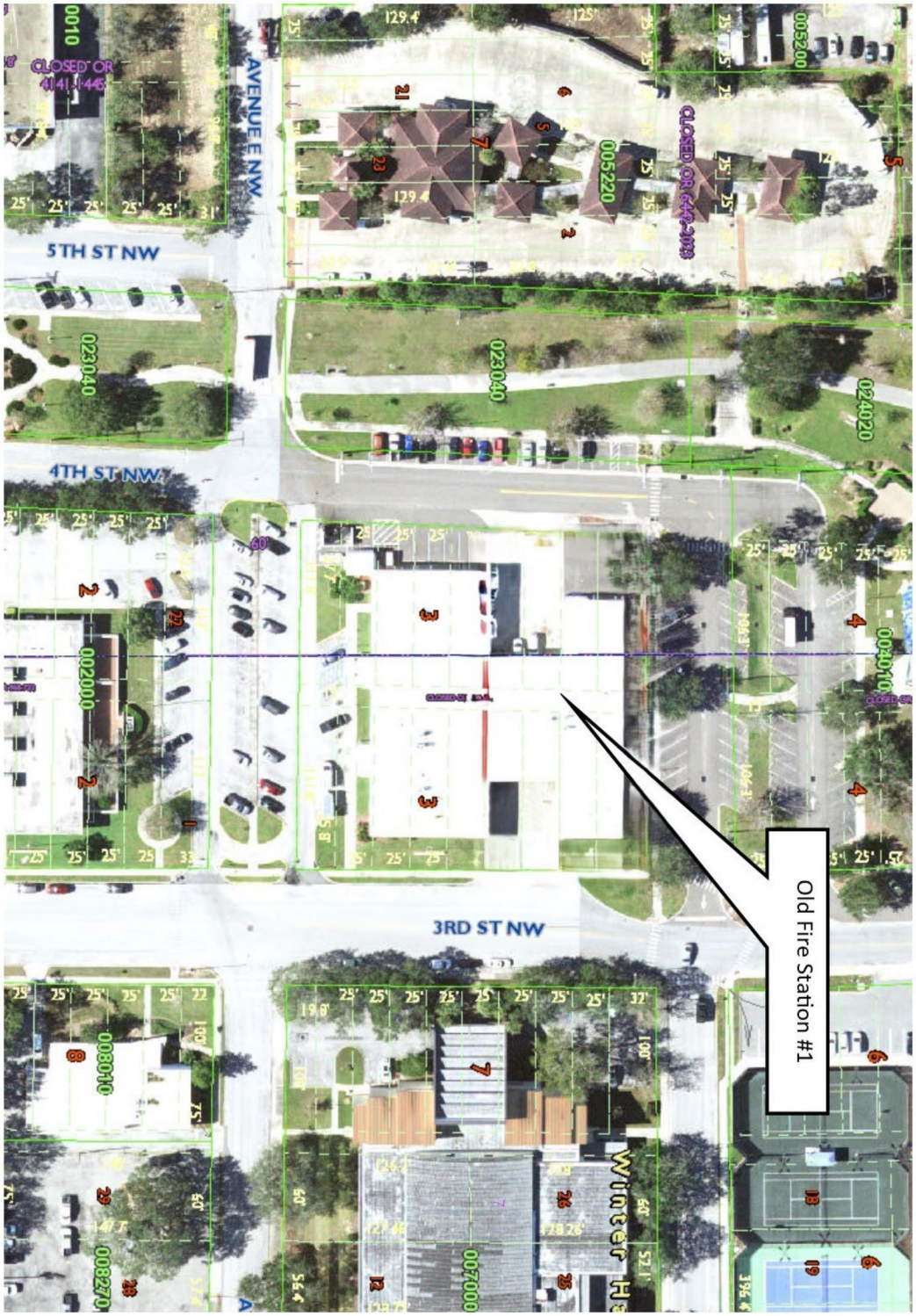
_____(Name of Acknowledger Typed, Printed and Stamped)

_____(Title or Rank)

_____(Serial Number if Any)

ATTACHMENT B

Aerial Photograph of Old Fire Station Number One, 551 Third Street NW, Winter Haven, FL 33881



ATTACHMENT C
RFQ-24-38 Submittal Cover Page

_____
Date

_____
Name of Company

_____
Authorized Signature

_____
Printed Name Title/Position

_____
Physical Address

_____
City State Zip

_____
Email address

_____
Telephone Number / Fax Number

Received Addenda #'s_____

List all "Professional Association/Sub-Consultants' (companies that you will be in association with for this project):

_____

_____

_____

_____

Key Team members and addresses of principal office:

_____

_____

_____

ATTACHMENT D

Affidavit of Prime Bidder

Non-Collusion The contractor/vendor is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid; such Bid is genuine and is not a collusive or sham Bid; neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Drug-Free Workplace The contractor/vendor certifies that it is a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Affidavit Certification Immigration Laws City of Winter Haven will not intentionally award City 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"). City of Winter Haven 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 CITY OF WINTER HAVEN.** The contractor/vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent amendments).

(Signed)_____
Name

_____
Title

CITY OF WINTER HAVEN - TERMS AND CONDITIONS - GENERAL PROVISION CLAUSES (6/16/2023 Design Build)

1) GENERAL CONDITIONS:

Bidders are required to submit their proposals subject to and upon the following express conditions:

a) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items. Prospective Bidders, subcontractors and suppliers are encouraged to attend a pre-bid conference and site visit if announced in the advertisement for bid and/or included in specifications. Work areas to be examined during the site visit may contain hazardous materials or conditions. Attendees should review the information and safety precautions set forth in the Bid Documents to determine for themselves appropriate protective clothing or equipment. Attendees further agree to indemnify and hold the City of Winter Haven harmless from any and all claims of personal injury arising from their participation in the site visit.

b) These Terms and Conditions and any contract documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.

c) **PUBLIC RECORDS**

City and Consultant/Contractor agree that Consultant/Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Contractor agrees to:

i) Keep and maintain public records required by the public agency to perform the service.

ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant/Contractor does not transfer the records to the public agency.

iv) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant/Contractor or keep and maintain public records required by the public agency to perform the service. If the Consultant/Contractor transfers all public records to the public agency upon completion of the contract, the Consultant/Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant/Contractor keeps and maintains public records upon completion of the contract, the Consultant/Contractor 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.

d) **IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, records@mywinterhaven.com; 451 THIRD ST NW, WINTER HAVEN, FLORIDA 33881.**

If the Consultant does not comply with a public records request, City shall enforce the contract provisions which may include immediate termination of contract.

e) It shall be understood and agreed that by the submission of a proposal, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Consultant is not the patentee, assignee, licensee, or lawfully entitled to sell same.

f) It is the intent of the City of Winter Haven that this Request promotes competitive bidding. It shall be the bidder's responsibility to advise Procurement at the address noted in the solicitation, if any language, requirements, etc. inadvertently limits the requirements stated in this Request to a single source. Such notification must be received in writing by the Procurement Manager not later than ten (l0) days prior to the bid opening date.

g) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the proposal. The City may request proof of such licensure. Bidders shall also obtain all permits required for this project.

h) The City shall be entitled to rely on the written representations of the Bidder. No claims shall be paid by the City unless in writing and approved by the City. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the City.

i) Unless detailed elsewhere in the bid documents, proof of insurance naming the City as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on City property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the City, with limits of no less than one-million dollars.

2) DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

a) ACCEPTANCE: The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the City.

b) APPLICABLE LAW: Any contract entered into pursuant to this bid shall be construed in accordance with the laws of the State of Florida. Venue for any action or proceeding concerning this contract shall be in the State Courts of Polk County, Florida.

c) CHANGES: The City, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the City Manager or his designee, or the Procurement Manager in a manner consistent with contract documents. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Consultant/Contractor, the City may make minor changes in the work which are consistent with the purpose of the work and which do not change the contract price or time for completion. Procurement is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order Request issued and signed by the Procurement Manager.

d) CITY: The City of Winter Haven, Florida or its authorized representative.

e) CONTRACT: The Contract executed by the City and the Consultant/Contractor, and shall include all Contract and Bid Documents.

f) CONSULTANT/CONTRACTOR: The successful bidder who enters into a Contract with the City to complete the project.

g) DEFAULT: Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Consultant/Contractor's right to proceed with the order/work by giving the Consultant/Contractor written notice. The defaulting Consultant/Contractor may, at the discretion of the City, be charged the increase in costs of obtaining the goods/services elsewhere.

h) DOCUMENTS: The Bid Documents consist of the Request, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for a project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.

i) INDEMNIFICATION: As specified in the solicitation documents.

j) INSPECTION: The goods and services purchased are subject to the inspection and approval of the initiating department. The City reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.

k) INSURANCE: As specified in the bid documents.

l) LIMITATION ON MUNICIPAL INDEMNITY: To the extent that the contract or agreement calls for the City to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:

   i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City of Winter Haven under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement." Provided further, no waiver of the City's sovereign immunity is intended to be made herein.
   ii) The addition of this language shall not be construed to create City indemnifications where none are expressly made in the terms and conditions of the contract or agreement.

m) ONLINE SOLICITATION: The City utilizes an internet based ONLINE SOLICITATION SYSTEM at www.negometrix.com to post solicitation opportunities.

n) PLATFORM: The City's internet based online solicitation system is identified as and located at https://app.negometrix.com/buyer/690 (Provider). The Platform is utilized by the City and the Suppliers to: 1) allow Suppliers to register and manage their company records; 2) City posts and issues solicitation packages for Suppliers from inception to award of a solicitation; 3) allows Suppliers to submit a response online, electronically, through the Platform; 4) allows Suppliers to view all public record documents related to the Online Solicitation.

   File Uploads - All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Suppliers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Suppliers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

o) STATEMENT OF ASSURANCE: No bids submitted shall be considered unless the Bidder warrants that

upon execution of a Contract with the City it will:

i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, disability, or marital status
ii) will submit such reports as the City may thereafter require to assure compliance.

p) SUB-CONTRACTOR: An individual, firm, company, corporation, association, society or group which enters into a contract with the Consultant/Contractor to do a portion of the work on this project.

q) TITLE: The risk of loss of goods covered by the Purchase Order shall remain with the Seller until the goods have been delivered to a designated site and actually received by the City. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller.

r) WARRANTY: The Consultant/Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a Vendor to retain an interest. The Consultant/Contractor shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Consultant/Contractor shall deliver to the City the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with Vendors and Sub-Contractors. Vendors who furnish materials without a formal contract shall be given notice, by Consultant/Contractor, that this provision exists.

3) SUBMITTING A "NO BID" OR A "NO CHARGE":

a) Bidders that wish to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then bidders must mark those item(s) as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

4) PERMIT FEES:

a) The successful bidder shall pull all required building permits and shall submit for reimbursement. These fees shall not be included in the bid. These fees will be reimbursed, at cost, as a separate pay item. Permit fee receipt shall be submitted as part of invoice.

5) INTERPRETATIONS OR ADDENDA:

a) No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the City Procurement Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of Procurement. In addition, all Addenda will be posted for review by the General Public on the City's e-procurement platform: https://app.negometrix.com/buyer/690

b) A notification will be emailed to vendors who are registered for that particular bid on the Mercell platform.

c) The City shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not.

6) PROTEST PROCEDURES:

The City of Winter Haven encourages prompt and fair handling of all complaints and disputes with the

business community. In order to resolve disputed matters in an equitable manner without fear of retribution on the part of a vendor or person, the following shall apply:

a) All formal Invitations To Bid, Request for Proposals, and Request for Qualifications shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF WINTER HAVEN, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**

b) **RIGHT TO PROTEST:** Any aggrieved, actual or prospective bidder in connection with a solicitation or pending award of a bid or contract may protest to the Procurement Manager.

c) **NOTIFICATION:** Procurement shall post all recommendation of awards available for review by the General Public on the City's e-procurement platform: https://app.negometrix.com/buyer/690. A notification will be emailed to vendors who are registered for that particular bid on the web site.

d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file with the City's Procurement Manager a written notice of intent to file a protest. For the purpose of computation, the initial notice of intent to file a protest must be received by the Procurement Manager no later than three o'clock (3:00) p.m. on the third (3rd) workday following the e-mailing date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal City holidays). In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars ($1,000.00) in the form of a cashier's check payable to the City of Winter Haven must be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest must be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures. Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Procurement Manager shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the City will refund the Bond other than a finding in favor of the protestor.

   i) If during tolled action, the City Manager determines that an Emergency Purchase is necessary, as defined in this Procurement Manual, action may be taken to secure the goods or services.

e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Procurement Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired. The formal written protest shall contain the following:

   i) City bid number and/or title (if applicable).
   ii) Name and/or address of the City department, division or agency affected (if known).
   iii) The name and address of the affected party, and the title or position of the person submitting the protest.
   iv) A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must so indicate.
   v) Concise statement of the facts alleged and of the rules, regulations, statutes ordinances and constitutional provisions entitling the affected party to the relief requested.
   vi) The statement shall indicate the relief to which the affected party deems himself/herself entitled.
   vii) Such other information as the affected party deems to be material to the issue.

f) **PROTEST MEETING:** The Procurement Manager will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Assistant to the City Manager or designee who will serve as the Chairperson, the Assistant Director of Financial Services or designee and the Procurement Manager or designee. The City Attorney or designee shall be present and act in an advisory capacity to the Protest Committee. The Protest Committee shall meet with the protesting party within fourteen (14) workdays (excluding Saturdays, Sundays and legal City holidays) of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the Bid Protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose. The Procurement Manager or designee shall present the background for the protest to the Committee. The purpose of the protest meeting is: 1) to question and review the basis of the protest; 2) to evaluate the facts and merits of the protest and 3) gather information in order to submit a recommendation to the City Manager. The agenda for the protest meeting will be:

   i) The User Department will present the background as to why the recommendation for award was made or why the vendor was not selected.
   ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the City of Winter Haven.
   iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
   iv) During the meeting, the Protest Committee may ask questions of all parties as necessary.

g) The Protest Committee will render their recommendation in writing to the City Manager within five (5) workdays of the bid protest meeting. The City Manager may conduct an evidentiary hearing, if there are disputed issues of material fact. The City Manager will conduct a review and make a final written decision within ten (10) workdays after receipt of the recommendation; date of the hearing; or the review, whichever is later. The City Manager's decision shall be final and binding. No further protests of the action in question will be heard by the City.

h) Any person who is aggrieved by the final and binding decision of the City Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the City Manager's final and binding decision.

7) PROPOSALS

a) Submittals must be received no later than the time and date specified in the solicitation, and submitted via the e-procurement platform. No bid will be accepted after the specified deadline on the Mercell platform.

b) The Procurement Manager may elect to cancel or postpone a bid at any time prior to the time and date set to open bids.

c) Sealed bids, proposals, or replies received by the City pursuant to a Request for Qualifications/Proposals are exempt from disclosure under s.119.07(1) and s.24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

d) If the City rejects all bids, proposals, or replies submitted in response to a Request for Qualifications / Proposals and the City concurrently provides notice of its intent to reissue the Request for Qualifications/Proposals, the rejected bids, proposals, or replies remain exempt from disclosure under s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued Request for Qualifications/Proposals or until the City withdraws the reissued Request for Qualifications/Proposals. A bid, proposal, or reply is not exempt for

longer than 12 months after the initial City notice rejecting all bids, proposals, or replies.

e) Bid and Affidavit of Prime Bidder (which includes Non-Collusion; Drug-Free Workplace and Affidavit Certification Immigration Laws) should be submitted on the form furnished by the City and completed by the Bidder without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form may be rejected. All corrections made by Bidder to their bid must be initialed. Each Bidder shall submit its proposal on the e-procurement platform as specified in the Request for Qualifications / Proposals. It is the Bidder's responsibility to assure that its bid is submitted by the proper time of the bid opening. Bids which are not received, as set forth herein, may not be considered.

f) Telegraph, telephone, e-mail, electronically transmitted, posted (USPS, FedEx, UPS, etc.) or facsimile (FAX) bids will not be considered. Bids may be modified provided such modification is submitted on the platform prior to the time and date set for the bid opening. Each Bidder shall be solely responsible for the costs associated with preparation and submittal of its bid.

g) **RESPONSES RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING WILL NOT BE CONSIDERED.**

h) Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting – F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political or ideological interests.

8) OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:

a) The City of Winter Haven encourages and agrees to the successful bidder extending the pricing, terms, and conditions of this solicitation and any resulting contract (if there is any such resulting contract) to other governmental entities at the discretion/option of the successful bidder.

9) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

a) Bidders are expected to examine the specifications, delivery schedule, bid prices (if applicable), and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

b) **In the purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The City shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

c) The City reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the City reserves the right to demand the execution or re-execution of the proposal, affidavit, or certification required to be accompanied with the bid proposal, when it appears to the City that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without signatures on the affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

10) STATEMENT OF BIDDER'S QUALIFICATIONS:

a) Each bidder shall, upon request of the City, submit a statement of the Bidder's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the City, appropriate financial information which would assist in determining bidders ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the City may use to verify claims of competency. The

City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

11) LOCAL PREFERENCE ORDINANCE

a) **THE CITY OF WINTER HAVEN, FLORIDA HAS ENACTED ORDINANCE NO. O-10-17, RELATING TO A POLICY OF LOCAL PREFERENCE IN CONJUNCTION WITH THE PURCHASE OF GOODS AND SERVICES;**

b) Where competitive bids are received for the purchase, or contract for, personal property or contractual service, the city commission, city manager or procurement Manager may give local preference to local vendors as defined herein and shall implement such policy in the following manner;

c) Except as exempted in this policy, local vendors, defined as any business having a physical location within the City of Winter Haven's utility service area at which employees are located and from which business is regularly transacted, shall be given preference in the purchasing of goods and services when bids are sought as follows:

i) When bids are received and the lowest bid price does not exceed $15,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 6% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

ii) When bids are received and the lowest bid price does not exceed $25,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 5% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

iii) When bids are received and the lowest bid price does not exceed $50,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 4% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

iv) When bids are received and the lowest bid price does not exceed $150,000.00 and the vendor offering the low bid is located outside the City limits of Winter Haven, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 3% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

v) When bids are received and the lowest bid price does not exceed $250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 2% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as

determined by the City, or

vi) When bids are received and the lowest bid price exceeds $250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 1% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City.

d) The provisions of this ordinance shall not apply to the Purchasing of goods and/or services by the City of Winter Haven involving the following entities and/or situations as follows:

i) Purchase and or sale of real property,
ii) Bids that meet the criteria of Florida Statute 255.0991, subsection (2), or are prohibited thereby,
iii) Bids for contracts that are being funded by an outside source or agency that does not allow for a local preference, or that stipulates the award criteria,
iv) Proposals related to Florida Statute 287.055 (Consultants Competitive Negotiation Act).
v) The purchase of personal property to the extent governed by Florida Statute 287.084.
vi) Any other purchases that are determined by the City to be exempt from the local preference policy established herein.

12) EQUAL EMPLOYMENT OPPORTUNITY:

a) No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, disability, or marital status, and will submit such reports as the City may thereafter require to assure compliance.

13) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this bid, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: City of Winter Haven, Human Resources Division, P.O. Box 2277, Winter Haven, Florida 33883-2277.

b) The MSDS shall be maintained by the City and must include the following information:

i) The Division/Department to which the material was shipped.
ii) The chemical name and the common name of the toxic substance.
iii) The hazards or other risks in the use of the toxic substance, including:

(1) The potential for fire, explosion, corrosivity, and reactivity;
(2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
(3) The primary routes of entry and symptoms of overexposure.

iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
v) The emergency procedures for spills, fire, disposal, and first aid.
vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
vii) The year and month, if available, that the information was compiled and the name, address, and

emergency telephone number of the manufacturer responsible for preparing the information.

14) *NOTICE*

a) **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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.0I7, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

b) **A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;**

c) **Any contract for goods and/or services in and amount of $1,000,000.00 or more will be subject to termination by the City if 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 Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.**

15) UNAUTHORIZED ALIEN(S) / E-VERIFY

a) The VENDOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City 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 City.

b) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System, a U.S. Immigration and Customs Enforcement program, 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. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination.

c) Register online for E-Verify at **https://www.vis-dhs. com/EmployerRegistration,** 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.**

16) ACCIDENT PREVENTION:

a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or

safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.

c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with these reports.

17) ASSIGNMENT OR NOVATION:

a) The Consultant/Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions, of payments due to Consultant/Contractor, may be made without the consent of the City.

18) PATENT INFRINGEMENT:

a) The Consultant/Contractor shall protect and indemnify the City, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

19) PROGRESS OF WORK:

a) If the Consultant/Contractor fails to proceed with the diligence required to complete the project within the contract time or within an extension of that time the City may grant, the City may terminate the Consultant/Contractor's right to proceed with the work by giving it written notice.

b) If the City terminates the Consultant/Contractor's right to proceed, the City may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Consultant/Contractor and its sureties liable for payment of excess costs the City may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of this Contract by Consultant/Contractor shall constitute an acknowledgment of the Surety's consent to this provision.

c) If the City does not terminate the Consultant/Contractor's rights to proceed, the Consultant/Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Consultant/Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

20) CONSULTANT/CONTRACTOR PROVIDED INSURANCE

A. <u>Evidence of Insurance</u>

Design-Builder shall not commence work until the Design-Builder has procured the insurance required under this Article and such insurance has been approved by the City (Owner). The Design-Builder shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the insurance required by Paragraph 20.C, Subparagraphs 1. Workers' Compensation/ Employer's Liability, 2. Commercial General Liability and 3. Business Auto Policy, the Design-Builder shall furnish the Owner with:

   a. a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner and Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
   b. the original of the policy(ies); or
   c. other evidence satisfactory to Owner.

   The Certificate of Insurance shall provide that the Owner shall be given no less than forty-five (45) days written notice prior to cancellation.

2. As evidence of compliance with the insurance required by Paragraph 20.C. Subparagraph 4. Protection of Owner, the Design-Builder shall furnish the Owner with:
   a. a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner and Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
   b. the original of the policy(ies); or
   c. other evidence satisfactory to Owner.

3. As evidence of compliance with the insurance required by Paragraph 20.C. Subparagraph 5. Property Insurance, the Design-Builder shall furnish the Owner with:
   a. a fully completed Evidence of Property Insurance (ACORD Form 28 or equivalent) signed by an authorized representative of the insurer(s) providing the coverage;
   b. a copy of the original policy; or
   c. other evidence satisfactory to the Owner

4. Until such time as the insurance is no longer required to be maintained by the Design-Builder, the Design-Builder shall provide the Owner with renewal or replacement evidence of the insurance in the manner described by Paragraph II.A, Subparagraphs 1. and 2. no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

5. Notwithstanding the prior submittal of a Certificate of Insurance, if requested by the Owner, the Design-Builder shall, within thirty (30) days after receipt of a written request from the Owner, provide the Owner with a certified complete copy of the policies of insurance providing the coverage required. Design-Builder may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the coverage required by Section II C.

B. <u>Qualification of Insurers/Group Self-Insurers</u>

Insurers providing the insurance required by this Section 20 must meet the following minimum requirements.

1. Such insurers must either be:

a. authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or an eligible surplus lines insurer under Florida Statute 626.918, or,

b. with respect only to the coverage required by Paragraph 20.C. Subparagraph 1. Workers' Compensation/Employer's Liability, authorized as a group self-insurer pursuant to Florida Statute 440.57 which has been in continuous operation in the State of Florida for five years or more or authorized as a commercial self-insurance fund pursuant to Florida Statute 624.462 which has been in continuous operation in the State of Florida for five years or more.

2. In addition, such insurers other than those authorized by Florida Statute 440.57, Florida Statute 624.462 or Lloyd's of London shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Contract, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Design-Builder has knowledge of any such failure, the Design-Builder shall immediately notify the Owner and shall immediately replace the insurance provided by the insurer with an insurer meeting the requirements. Until the Design-Builder has replaced the unacceptable insurer with an insurer acceptable to the Owner, the Design-Builder shall be in default of this Contract.

C. Description of Required Insurance

Unless and to the extent Owner has agreed otherwise, without limiting any of the other obligations and liabilities of the Design-Builder, the Design-Builder shall, at the Design-Builder's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as otherwise specified in this Contract, the insurance shall commence prior to the commencement of work by the Design-Builder and shall be maintained in force until final completion of the work.

1. Workers' Compensation/Employer's Liability

a. Design-Builder's insurance shall cover Design-Builder (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

b. The policy must be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

c. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' (inclusive of any amount provided by an umbrella or excess policy) shall be those amounts specified in the Required Limits of Insurance form (INS 06/01).

2. Commercial General Liability

a. Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

Unless the Work under this Contract includes activities which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

- Architects & engineers professional liability
- Exterior Insulation and Finish Systems (EIFS)

b. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract shall be the amounts specified in the Required Limits of insurance form (INS 06/01). The amounts specified under Column A of Form INS 06/01 shall be an initial layer of coverage which shall be applicable only to the work performed pursuant to this Contract and shall not be reduced or diminished in any manner by claims resulting from other than work performed pursuant to this Contract. The amounts specified in Column B of Form INS 06/01 shall be the total minimum limits required, including the initial layer specified in Column A.

c. If this Contract includes construction of, or additions to, buildings or structures, the Design-Builder shall continue to maintain Products/Completed Operations coverage for three years after the final completion of the work.

d. Except with respect to coverage for Property Damage Liability, which may be subject to a maximum deductible of $500 per occurrence, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible of self-insured retention. The Design-Builder shall pay on behalf of the Owner or the Owner's officer or employee any such Property Damage Liability deductible applicable to a claim against the Owner or the Owner's official, officer or employee.

3. Business Auto Policy

a. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned and hired autos used in connection with this Contract. In the event that the proposer/bidder does not own any vehicles that are used in the business, or titled in the business name, then the business auto requirement can be satisfied with a hired and non-owned automobile liability extension being added to the commercial general liability.

b. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be those amounts specified in the Required Limits of Insurance form (INS 06/01).

4. Protection For Owner

a. The Design-Builder shall include the Owner and the Owner's officials, officers and employees as "Additional Insureds" on the Design-Builder Commercial General Liability coverage required pursuant to Paragraph II C., Subparagraph 2. Commercial General Liability. The coverage afforded such Additional Insureds shall be no more restrictive than that which would be afforded by adding the Owner and the Owner's officials, officers and employees as "Additional Insureds" using the latest Additional Insured - Owners, Lessees or Design-Builders (ISO Form CG 20 10) and the latest edition of the Additional Insured – Owners, Lessees or Design-Builders – Completed Operations Endorsement (ISO Form CG 20 37) both as filed for use in the State of Florida by the Insurance Services Office. The Certificate of Insurance on other evidence of insurance shall clearly indicate the use of this alternative.

b. As an alternative to the coverage required by Paragraph II.C, Subparagraph 4. the Design-Builder shall, at the Design-Builder's expense, provide the Owner with Owner's Protective Liability insurance which shall cover the Owner for all sources of liability which would be covered by the latest occurrence edition of the standard Owner's and Design-Builder's Protective Liability Coverage Form. Coverage for Operations of Designated Design-Builder (ISO Form CG 0009), (hereinafter OCP Policy) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

c. The Owner shall be the Named Insured on the OCP Policy and, if applicable, the excess policy or policies. The policy or policies shall be endorsed to include the Owner and the Owner's officials, officers and employees as insureds. The policy or policies shall include the Design-Builder and its Subcontractors of every tier as the Design-Builder designated in the declarations.

d. The minimum OCP Policy limits per occurrence and, if subject to an aggregate, the annual aggregate to be provided by the Design-Builder (inclusive of any amounts provided by excess policies) shall be the same as the amounts specified in Column B of the Required Limits of Insurance form (INS 06/01), as the minimum Each Occurrence and General Aggregate limits respectively required for the Commercial General Liability Coverage.

e. The OCP Policy and, if applicable, the excess policy or policies, must be specifically endorsed to provide the Owner with forty-five (45) days written notice of cancellation, non-renewal or-restriction.

5. Property Insurance

a If this Contract includes construction of or additions to above-ground buildings or structures, or the installation of machinery or equipment into an existing structure, the Design-Builder shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) Property insurance on any such construction, additions, machinery or equipment.

b. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such addition(s), building(s), structure(s), machinery or equipment.

c. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to forty-five (45) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner.

d. The Owner shall be an insured on this policy.

e. The insurance provided by the Design-Builder shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.

f. The maximum deductible for other than Windstorm or Hail shall be $5,000 per occurrence. The maximum deductible per occurrence for Windstorm or Hail shall be five percent (5%) of the estimated replacement value at the time of the loss of all buildings, structures, additions, machinery and equipment. The Design-Builder shall pay on behalf of the Owner or the Owner's official, officer or employee any such deductible.

g. If this Contract includes construction of or additions to above-ground buildings or structures located within a Special Flood Hazard Area (100 year floodplain), flood insurance must also be provided on such construction or additions for the lesser of: (1) the estimated replacement value at the time of the Owner's final acceptance of such addition(s), building(s), or structure(s) or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

D. Design-Builder's Insurance Primary

The insurance provided by the Design-Builder shall apply on a primary basis and any other insurance or self-insurance maintained by the Owner or an Owner's official, officer or employee shall be excess of and not contributing with the insurance provided by or on behalf of the Design-Builder.

E. Deductible Provisions

Except as otherwise specifically authorized in Paragraph II.C., the insurance maintained by the Design-Builder shall apply on a first dollar basis without application of a deductible or self-insured retention.

F. Insurance is Additional Remedy

Compliance with the insurance requirements of this Contract shall not limit the liability of the Design-Builder. Any remedy provided to the Owner or the Owner's officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy (including, but not limited to as an indemnitee of the Design-Builder) available under this Contract or otherwise.

G. Insurance on Subcontractors

The Contractor shall require all subcontractors to maintain any and all insurance required by law. However, except to the extent required by law, the Owner has not established minimum insurance requirements for the Contractor's subcontractors

H. No Waiver By Approval/Disapproval

Neither approval by the Owner nor failure to disapprove the insurance furnished by the Design-Builder shall relieve the Design-Builder of the Design-Builder's full responsibility to provide the insurance as required by this Contract.

REQUIRED LIMITS OF INSURANCE
[Form INS 10/96]

A. The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

1. Workers' Compensation/Employer's Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act or any other coverages required by the Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for those coverages required by the Contract which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

$ 2,000,000.00 (Each Accident)
$ 2,000,000.00 (Disease-Policy Limit)
$ 2,000,000.00 (Disease-Each Employee)

2. Commercial General Liability - The minimum limits for the Commercial General Liability coverage shall be:

	* Column A	** Column B
General Aggregate	$ 2,000,000.00	$ 2,000,000.00
Products/Completed Operations Aggregate	$ 1,000,000.00	$ 2,000,000.00
Personal and Advertising Injury	$ 1,000,000.00	$ 2,000,000.00
Each Occurrence	$ 1,000,000.00	$ 2,000,000.00
Fire Damage (any one fire)	$ Nil	$ Nil
Medical Expense (any one person)	$ Nil	$ Nil

* Applicable to this Contract only
** Total Limits including amounts in Column A

3. Business Auto Policy - The minimum limits for the Business Auto Policy shall be:

Each Occurrence - Bodily Injury and
Property Damage Combined $ 2,000,000.00

4. Protection for the City - The minimum limits for Owners Protective Liability Coverage shall be the amounts specified as the minimum "Each Occurrence" and "General Aggregate" limits for the Commercial General Liability Coverage in Column B of Paragraph A.2 above. 10.23.07

All insurance other than Professional Liability and Worker's Compensation, to be maintained by the DESIGN BUILDER shall specifically include the CITY, it's Officers and Employees as "Additional Insureds".

21) INDEMNIFICATION BY CONSULTANT/CONTRACTOR

REQUIRED INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the DESIGN BUILDER shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the DESIGN BUILDER, any Subcontractor, or any

person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the DESIGN BUILDER, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the DESIGN BUILDER or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the DESIGN BUILDER, or any of its Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the DESIGN BUILDER that this Agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

____Agreement is applicable to all contracts, purchase orders and other work performed for the City of Winter Haven for the time period of not more than five years.

_____ to_____.

(Date) (Date)

(OR)

_____ Agreement is limited to Requisition, Bid, Contract, or Purchase Order #_____, dated _____.

Subrogation: The DESIGN BUILDER and its Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit DESIGN BUILDER or or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then DESIGN BUILDER or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should DESIGN BUILDER or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the DESIGN BUILDER of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

22) LIENS:

a) No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

23) CONSTRUCTION AND CONSULTING EVALUATION:

a) The award of contracts by the City of Winter Haven for construction and/or consulting services is based

on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of FS 287.055 – Consultants Competitive Negotiation Act-CCNA (for applicable consulting services). In addition, the City will consider the previous performance of any bidder who may have completed work for the City of Winter Haven or other entity.

b) The Construction and Consulting Evaluation Form shall be completed by the department head or his designee responsible for the project. The form shall be filled in upon the completion of the project and submitted to Procurement for retention.

c) This form will be completed on all firms performing construction and/or consulting work for the City of Winter Haven. Furthermore, the City may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

24) FEDERAL FUNDING:

When Federal funds are expended by the City of Winter Haven, the following provisions pertain as applicable:

a) Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.".

b) Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.

c) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

d) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in

excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e) Access to Records (2 CFR Part 200.336): All vendors, contractors and subcontractors shall give access to the City of Winter Haven, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcripts.

f) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

g) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

   i) The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

   ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

i) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

   i) The contractor certifies, by submission and signature of this bid, that during the term and after the awarded term of an award for all contracts resulting from this procurement, it is in compliance with all

applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ii) Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, contractor must disclose same.

j) Procurement of recovered materials (2 CFR §200.323): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $5,000 or the value of the quantity acquired during the preceding fiscal year exceeded $5,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

k) Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.

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Design Build Services

Redevelopment of Old Fire Station Number One

City of Winter Haven
Building Division

RFQ-24-38| November 1, 2024



WINTER HAVEN
The Chain of Lakes City

WHITEHEAD CONSTRUCTION
Building Florida Since 1954

THE LUNZ GROUP

CARTER|KAYE ENGINEERING

Catalyst DESIGN GROUP

City of Winter Haven
75 N. 7th Street,
Winter Haven, FL 33839

ATTN: City of Winter Haven – Professional Services Committee
RE: RFQ-24-38 – Design Build Services for Redevelopment of Old Fire Station Number One

Dear Professional Services Committee:

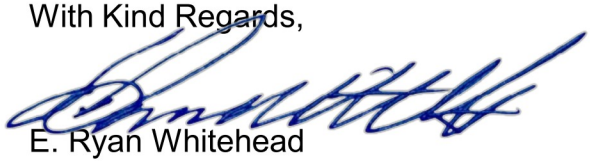
Whitehead Construction is excited about the opportunity to present our Design Build services on the proposed Redevelopment of Old Fire Station Number One project. Whitehead Construction was founded in 1954 and currently operates under third-generation leadership in Winter Haven, Florida. We have assembled a uniquely qualified Design Build team that will be dedicated to the successful management of this project through design, pre-construction, construction, and final completion.

Our Design Build team has been organized to provide the following services to this project:

- Promote a high level of communication, collaboration, and coordination among all stakeholders.
- Provide a streamlined management and decision-making process.
- Provide continual estimating and pricing services throughout design and construction.
- Create and maintain a detailed project schedule that includes all phases from preconstruction through project closeout.
- Construct the project safely and with a sensitivity to surrounding residents and adjacent occupied facilities.
- Resolve project challenges quickly and safely, maintaining the highest level of quality.
- Promote the use of local & small business firms in a proactive manner.

As a result of our proud 70+ year history in the construction industry, Whitehead Construction has had the opportunity to be involved in a wide variety of projects throughout Polk County and surrounding Central Florida communities at different capacities with this Design Build team. Just a few of these examples include the Town of Dundee City Hall Complex, Building Department & Library, Polk City's City Hall & Building Department, Auburndale Community Center, City of Davenport Police Station, City of Winter Haven Downtown Parking Garage, Winter Haven Fire Stations 1, 2, 3, & 4, Winter Haven Chain of Lakes Complex, Polk State College, Bok Academy North Campus, HighPoint Church; as well as numerous projects for Six/Ten Corp. and Bond Clinic. We have a proven track record of delivering projects successfully, on time, and on budget with the highest levels of care and quality.

With Kind Regards,



E. Ryan Whitehead
President

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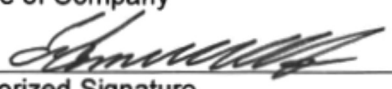
5.1 General Information

- Cover Letter
- Table of Contents
- RFQ Submittal Cover Page
- Design Build Team Overview
- Florida Professional & Applicable Licenses

ATTACHMENT C
RFQ-24-38 Submittal Cover Page

NOVEMBER 01, 2024
Date

EVERETT WHITEHEAD & SON, INC. DBA: WHITEHEAD CONSTRUCTION
Name of Company


Authorized Signature

E. RYAN WHITEHEAD — PRESIDENT
Printed Name — Title/Position

601 6th ST SW
Physical Address

WINTER HAVEN — FL — 33880
City — State — Zip

RYAN@WHITEHEADCONSTRUCTION.COM
Email address

(863) 293-6473 / (863) 299-2879
Telephone Number / Fax Number

Received Addenda #'s 4

List all "Professional Association/Sub-Consultants' (companies that you will be in association with for this project):

THE LUNZ GROUP

CARTER/KAYE ENGINEERING

CATALYST DESIGN GROUP

FULLONE STRUCTURAL GROUP

Key Team members and addresses of principal office:

BRADLEY LUNZ, Principal Architect — 58 LAKE MORTON DRIVE, LAKELAND, FL 33801

KRISS KAY, Principal Engineer — 137 5TH ST NW, WINTER HAVEN, FL 33880

BRUCE HALL, Principal Landscape Architect — 941 W MORSE BOULEVARD, SUITE 100, WINTER PARK, FL 32789

JOSEPH P. FULLONE, Professional Engineer — 2253 CENTRAL AVE, #105, ST. PETERSBURG, FL 33713

RE: RFQ-24-38: Design-Build Services for Redevelopment of Old Fire Station Number One

Whitehead Construction has assembled a highly qualified team of Design and Construction Professionals with Community Parks and Facilities expertise to provide The City of Winter Haven with the **Design-Build Team** that has an unsurpassed knowledge of the area. Our team has been organized to provide the following KEY benefits:

- Whitehead Construction will contract directly with The City of Winter Haven and then hire and lead the Design-Build Team of industry experts.
- NO LEARNING CURVE – All team members have completed multiple City projects with remarkable success and previously partnered with one another on numerous projects in our community.

5.1.2 Team Overview/Florida Professionals:

Whitehead Construction (General Contractor)

General Contractor currently operating under 3rd generation leadership in Winter Haven with a focus on Design-Build Projects.

Key Personnel: Ryan Whitehead (***License #: CBC1251320***), Wayne Mullen (***License #: CGC1506376***), and Terry Pittman.

The Lunz Group (Architect)

The Lunz Group is a client-oriented, Florida based, award-winning architectural firm. At The Lunz Group, every design is approached as a collaborative experience where we listen to your vision and project goals. The Lunz Group provides full architectural services, including architectural design, interior design, master planning, programming, and visualization. For more than 36 years, The Lunz Group has continued to grow and innovate by creating a distinct, client-centered experience focused on delivering high quality designs.

Key Personnel: Bradley T. Lunz, AIA, NCARB *(**License #: AR94778**),* Greg Selvidge, RRC ***(License #: RR282811816)***, Trent Chamberlain, AIA ***(License #: AR0015550)***, and Matt Lukens *(Lead Architectural Designer)*.

Carter | Kaye Engineering (Engineer)

A solution-oriented civil/environmental engineering firm with experience in hundreds of public infrastructure improvement projects and engineering studies throughout central Florida with project budgets totaling more than $500 million.

Key Personnel: Kriss Kaye, PE, Env SP (***License #: PE50607***), and Andy Sager, PE (***License #: PE54568***).

Catalyst (Landscape Architect)

Catalyst Design Group is an innovative, multidisciplinary firm with combined expertise in planning, civil engineering, and landscape architecture. Our project approach equally blends these three disciplines, resulting in our ability to deliver creative solutions to complex development and construction challenges

Key Personnel: Bruce Hall, PLA, ASLA **(*License #: LA0001367*),** and Tim Salka, PLA, ASLA **(*License #: LA6666749*).**

Fullone Structural Group (Structural Engineer)

Fullone Structural Group is a structural engineering firm founded in 2008. They offer structural engineering services for a wide-variety of clientele. Fullone Structural Group provides services to many diverse clients locally and nationally and specializes in several areas of structural engineering including the design of new structures, restoration and renovation of existing structures, metal stud engineering, engineering analysis, building envelope evaluations, forensic evaluations, and threshold inspections.
Key Personnel: Joseph Fullone, PE, SI, CGC *(**License #:67563**)*

TLC Engineering (MEP/FP Engineer)

TLC Engineering Solutions (TLC) is a multifaceted high-performance engineering firm with a portfolio of experience that wraps the globe. Headquartered in Orlando, Florida, TLC has 20 offices that span 10+ states including California, Florida, Georgia, Illinois, Louisiana, Maryland, North Carolina, Pennsylvania, Texas, Tennessee, and Wisconsin. Our highly qualified team of 500+ professionals includes professional engineers, LEED-accredited professionals, and ACG-registered commissioning authorities, coupled with specialists in acoustics, energy management, and technology that are able to service our clients from coast to coast.
Key Personnel: Brett Sands, PE, LEED AP *(**License #: PE48477**)*, Jeffrey Stash, and Lawrin Ellis, PE, LEED AP *(**License #: PE66383**).*

Our team of experts and professionals are truly and uniquely dedicated to working hand in hand with The City of Winter Haven to deliver a first-class design-build project. After all, we will work and live here long after the projects are complete! We look forward to the opportunity to further present our team's qualifications to be your Design-Builder for the Redevelopment of Old Fire Station Number One project.

With kind regards,

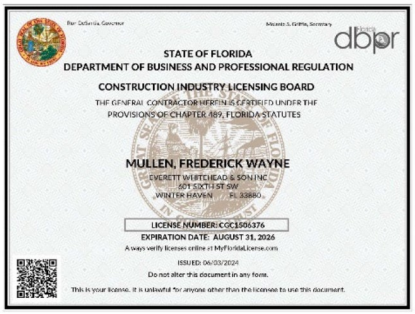


E. Ryan Whitehead
President

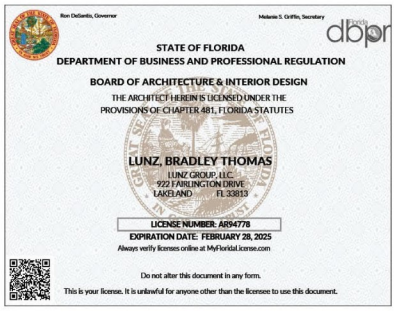
GENERAL INFORMATION ~ FIRM LICENSES



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
WHITEHEAD, EVERETT RYAN
EVERETT WHITEHEAD & SON, INC
471 CITY SERVICE
WINTER HAVEN FL 33880
LICENSE NUMBER: CBC1251320
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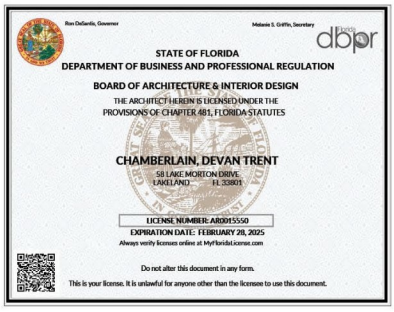
STATE OF FLORIDA
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EVERETT WHITEHEAD & SON INC
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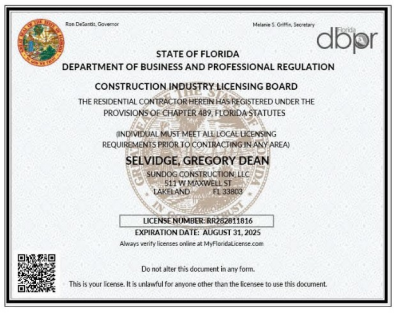
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LUNZ, BRADLEY THOMAS
LUNZ GROUP, LLC
922 FARLINGTON DRIVE
LAKELAND FL 33813
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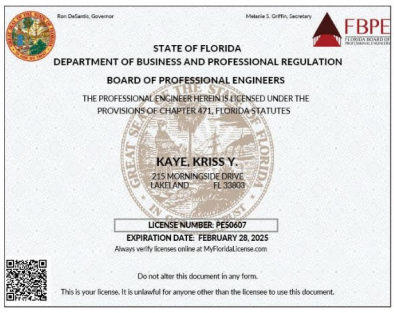
Certified Green Globes Professional
This certification is awarded to
Bradley Lunz
for successful completion of the
Green Building Initiative GGP training program
on January 31, 2013
Certification is valid for two years.
GREEN GLOBES
GREEN BUILDING INITIATIVE



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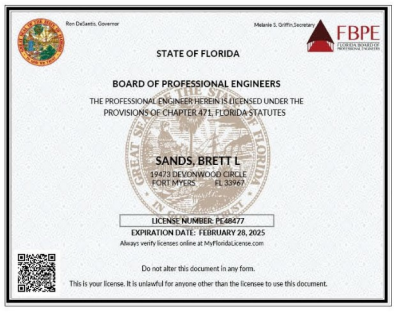
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SELVIDGE, GREGORY DEAN
SUNDOG CONSTRUCTION, LLC
511 W MAXWELL ST
LAKELAND FL 33803
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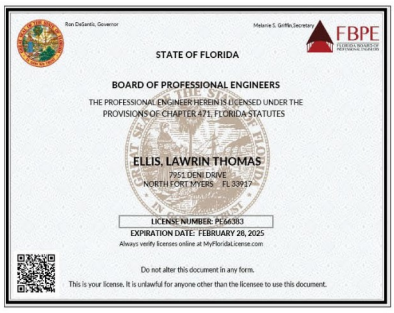
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KAYE, KRISS Y.
215 MORNINGSIDE DRIVE
LAKELAND FL 33803
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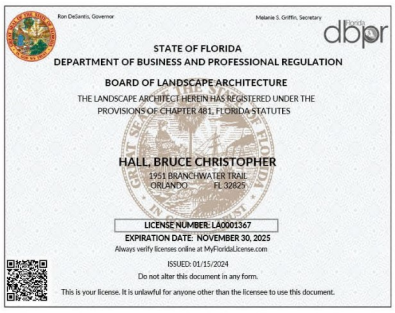
STATE OF FLORIDA
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SAGER, ANDREAS MICHAEL
300 S RAMONA AVE
LAKE ALFRED FL 33850
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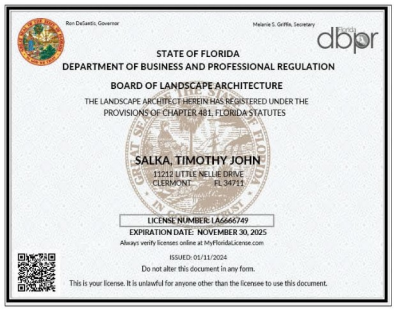
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SANDS, BRETT L
19473 DEVONWOOD CIRCLE
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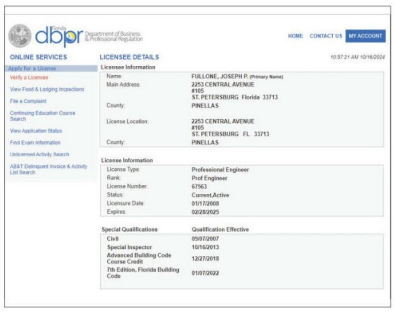
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11212 LITTLE NELLIE DRIVE
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ONLINE SERVICES
LICENSEE DETAILS
10:57:21 AM 10/16/2024
Licensee Information
Name: FULLONE, JOSEPH P. (Primary Name)
Main Address: 2253 CENTRAL AVENUE #105 ST. PETERSBURG Florida 33713
County: PINELLAS
License Location: 2253 CENTRAL AVENUE #105 ST. PETERSBURG FL 33713
County: PINELLAS
License Information
License Type: Professional Engineer
Rank: Prof Engineer
License Number: 67563
Status: Current,Active
Licensure Date: 01/17/2008
Expires: 02/28/2025
Special Qualifications
Civil 09/07/2007
Special Inspector 10/16/2013
Advanced Building Code Course Credit 12/27/2018
7th Edition, Florida Building Code 01/07/2022

5.2 Experience & Qualifications

- Comparable Project Experience

FIRM EXPERIENCE ~ PROJECT EXPERIENCE

Whitehead Construction has a proven track record of delivering projects that align with the scope and complexity of the new Building Department - Redevelopment of Old FS1 for the City of Winter Haven. The following five projects exemplify our firm's experience and the expertise of the staff who will be assigned to this project. Each project showcases our ability to manage diverse challenges, ensuring that our experience directly benefits the successful completion of this new civic development. We are prepared to meet the requirements outlined in the RFQ.

	PROJECT	LOCATION	DELIVERY	OWNER	COMPLETED	VALUE	RELEVANCY TO THIS CITY OF WINTER HAVEN PROJECT							
							Same Team Members	Renovation/Repurpose/ Modernize	Civic Complex/Project	Community Venues	Administration Offices	Public Safety	Library/Education	Life Safety/ADA Upgrades
	**Bond Clinic Urgent Care**	Winter Haven	DB	Six/Ten Corp.	2017	$5.9 M	●			●	●			●
	**City of Winter Haven – Tennis Center**	Winter Haven	DB	City of Winter Haven	2018	$2.7 M	●		●	●	●			●
	**Town of Dundee– Town Hall & Building Dept Complex**	Dundee	DB	Town of Dundee	2011	$1.36 M	●	●	●	●	●	●	●	●
	**City of Winter Haven – Fire Station #3**	Winter Haven	DB	City of Winter Haven	2021	$3.7 M	●		●	●	●	●		●
	**Edward W. Bok Academy – North Classroom & Cafeteria**	Lake Wales	DB	Lake Wales Charter Schools	2023	$7.9 M	●	●	●	●	●		●	●



5.2.A DESCRIPTION OF PROJECT – INITIAL BUDGET & TIMELINE

BOND CLINIC URGENT CARE

Winter Haven, Florida

Whitehead Construction led their design-build team to successfully design from the ground up and build the Bond Clinic Urgent Care facility in Winter Haven, FL. This 36,000 sf healthcare facility, the largest office built in Downtown Winter Haven in over 40 years, serves as a critical hub for treating over 300 patients daily. The clinic features urgent care and pediatrics on the first floor, while the upper floors provide office space for doctors. The building's striking design includes cantilevered upper floors, a sleek metal cladding system, and a triangular porte cochere for shaded patient drop-off, reflecting a modern and functional aesthetic. This project underscores Whitehead Construction's commitment to meeting community healthcare needs with innovative design and construction.

The initial budget for this project was: $5.7 million

The timeline was: 365 Days

5.2.B Role of Firm:

- General Contractor – Design Build
- Percentage of work self-performed: 20%
- Design Phase Services: Cost Estimating – 30%, 60%, & 90/100%, Scheduling, Value Engineering,

5.2.C Project's Final Construction Cost:

- $5.9 million

5.2.D Completion Date:

- 2017

5.2.E Project Owner:

- First Street North, LLC

5.2.F Reference Information:

- Bud Strang – CEO
- T: (863) 299-1195
- F: (863) 595-0103
- bstrang@sixtenllc.com







5.2.A DESCRIPTION OF PROJECT – INITIAL BUDGET & TIMELINE

CITY OF WINTER HAVEN – FIRE STATION #3 & POCKET PARK

Winter Haven, Florida

Whitehead Construction successfully completed the design services contract for Winter Haven Fire Station No. 3. This new 11,800 sf facility replaces an existing temporary structure and provides a permanent home for a 24-hour fire/rescue squad, staffed by four personnel per shift, along with one response vehicle. The design thoughtfully includes office and workspace accommodations for police and code compliance officers, ensuring a multi-functional public safety building. Key features of the station include individual sleeping quarters, a fully equipped kitchen, a day-room, a fitness area, and three pull-through vehicle bays to enhance operational efficiency. Additionally, the site features a small neighborhood park, complete with a playground, picnic facilities, and a dog park, creating a community-friendly environment around this essential public service facility.

The initial budget for this project was: $3.11 million

The timeline was: 459 Days

5.2.B Firm's Responsibility:

- General Contractor – Design Build
- Percentage of work self-performed: 20%
- Design Phase Services: Cost Estimating – 30%, 60%, & 90/100%, Scheduling, Value Engineering,

5.2.C Project's Final Construction Cost:

- $3.7 million

5.2.D Construction Completion Date:

- 2021

5.2.E Project Owner

- City of Winter Haven

5.2.F Reference Information:

- Charlie Bird - Assistant City Manager – Public Safety
- 451 3rd St NW, Winter Haven, FL 33881
- T: (863) 291-5600
- F: (863) 298-7870
- cbird@mywinterhaven.com



5.2.A DESCRIPTION OF PROJECT – INITIAL BUDGET & TIMELINE

TOWN OF DUNDEE – TOWN HALL COMPLEX

Dundee, Florida

Whitehead Construction had the privilege of partnering with the Town of Dundee, FL, to construct a 10,000-square-foot, $1.3 million Town Hall Complex, which includes both a new Town Hall, Building Department and Library. The 4,213-square-foot library provides a modern, welcoming space for community learning and events, while the adjacent 5,775-square-foot town hall houses essential offices for the Town Manager, Town Clerk, Building Department, Finance Director, and Code Enforcement. The complex also features Council Chambers and conference rooms, creating an efficient and accessible hub for municipal services. This project enhances the town's infrastructure with a focus on quality craftsmanship, sustainability, and community engagement.

The initial budget for this project was: $1.2 million

The timeline was: 240 Days

5.2.B Role of Firm:

- General Contractor – Design Build
- Percentage of work self-performed: 20%
- Design Phase Services: Cost Estimating – 30%, 60%, & 90/100%, Scheduling, Value Engineering,

5.2.C Project's Final Construction Cost:

- $1.3 million

5.2.D Completion Date:

- 2011

5.2.E Project Owner:

- Town of Dundee

5.2.F Reference Information:

- Tandra Davis– Town Manager
- T: (863) 438-8330
- F: (863) 438-8333
- TDavis@TownofDundee.com

FIRM EXPERIENCE

Throughout Whitehead Construction's 70-year history, we have built numerous municipal, county, and private facilities very similar to the proposed Building Department - Redevelopment of Old Fire Station One. While all these projects have similarities to the proposed Building Department, they are also each different based on their individual programmatic needs, providing our firm with a wide array of experiences that will benefit the City of Winter Haven during the design development and construction of the new Building Department facility. The varying projects in our resume include City Hall Complexes, Police & Fire Stations, Libraries, Schools, Community & Sports Complexes, Churches, Conference Centers, Parking Garages, Medical Facilities, Dining & Retail, Intermodal Rail Facilities, Multi-Purpose Spaces, Athletic Fields, Gymnasiums, Playgrounds, Warehouse and Storage, and various facility enhancements.

Whitehead's history of successful projects and our team of talented construction professionals bring unrivaled experience that will be very valuable to the success of the new Building Department project!
















5.3 Experience of Key Personnel

- Organizational Chart
- Experience & Qualifications of Key Personnel

ORGANIZATIONAL CHART

CITY OF WINTER HAVEN

Design Build Contractor | Whitehead Construction



President
Ryan Whitehead
CBC



VP of Construction Operations
Wayne Mullen
CGC, LEED AP



Project Manager
Terry Pittman
CBC



Superintendent
Richard Morrell

Architect of Record | The Lunz Group

THE LUNZ GROUP



Principal In Charge
Bradley T. Lunz
AIA, NCARB



Senior Project Manager
Gregory Selvidge
RRC



Lead Architectural Designer
Matt Lukens



Senior Project Architect, QA
Trent Chamberlain
AIA

SUBCONSULTANTS

MEP/FP

TLC ENGINEERING SOLUTIONS



Principal,
Electrical Engineer of Record
Brett Sands
PE, LEED AP



Principal-in-Charge,
Mechanical Engineer of Record
Lawrin Ellis
PE, LEED AP



Senior Associate,
Senior Plumbing/Fire Protection
Jeffery Stash

Structural

FSG FULLONE STRUCTURAL GROUP, INC



Principal Structural Engineer
Joseph Fullone
PE, SI, CGC

Landscape Architect

Catalyst DESIGN GROUP



Principal Landscape Architect
Bruce Hall
PE



Senior Landscape Architect
Tim Salka
PE

Civil

CARTER KAYE ENGINEERING



Principal
Kriss Kaye
PE, Evn SP



Project Manager
Andy Sager
PE

See Appendix for Resumes

5.4

Project Understanding & Approach

- Project Management Approach
- Knowledge of the Site and Local Conditions

Whitehead brings a proven process of Design Build deliveries to this Project. It is a process that combines tried-and-true strategies with state-of-the-art systems. We have been providing pre-construction services on projects similar to the Building Department - Redevelopment of Old FS1 for various Municipalities throughout Polk County. We have in-depth experience with the process and have repeatedly demonstrated an ability to maintain schedule, cost control and overall quality for projects throughout Polk County for over 70 years.

Project Management Approach - Our comprehensive and systematic approach to every project is based on our ***Integrated Project Delivery Method***, where all participants collaborate on the project from inception through successful completion, creating a cohesive "Project Team". We proactively promote these principles through our proven means & methods processes and our approach to constructability, design, and coordinated delivery.

Our team's approach to successfully executing seamless projects involves integrating the Owner, Stakeholders, and the design and construction professionals into one cohesive team. The early involvement and expertise of our team will allow significant collaboration when critical decisions must be made; from the impact of the design to the means and methods, quality control, cost constructability, material selections, and schedule – all of which is beneficial to the Owner.

Whitehead Construction will execute the Design/Build agreement, serve as the GC and act as the single point of responsibility between the Owner and our team. The development of our proven approach begins with a clear understanding of the contract requirements and project goals.

We assemble our team of professionals with a proven track record to provide the following benefits:

- Lead a team of uniquely qualified partners and industry experts to deliver a high-quality project, within the Owner's budget and schedule objectives.
- Promote a high level of collaboration, coordination, and communication among team members.
- Provide streamlined management and decision-making process.
- Provide continual estimating and pricing services throughout design and construction.
- Construct the project safely and with sensitivity towards occupied buildings adjacent to the site.
- Resolve project challenges quickly and safely, maintaining the highest level of quality.
- Promote the use of local and small business firms in a proactive manner.

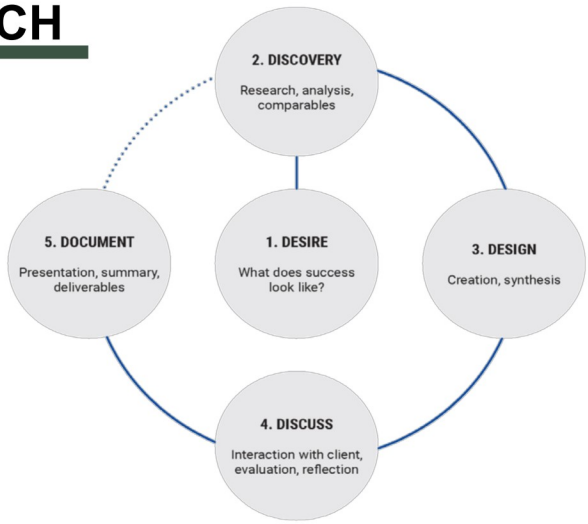
Our Design-Build approach results in improved decision making, evaluation of value engineering options where it provides the most benefits to the project, and development of a project-specific work plan with full understanding by all parties. To that end, our collaborative work plan approach for managing this project will address our 5D approach.

The Whitehead Construction team's approach to project design and implementation follows a "5 D's" inclusive process which allows for thoughtful, creative design solutions grounded in community needs and context. This approach is well-suited for the new Building Department facility.

5D APPROACH

The basic steps of our approach include:

1. Desire
2. Discovery
3. Design
4. Discussion
5. Documentation



1. DESIRE | CLIENT & USER NEEDS

During this first phase of the process, **DESIRE**, we "listen first" to fully understand what the City's desires are for the Building Department. We will conduct a Kick-off Meeting with City staff, stakeholders of the Winter Haven Building Department, and other key stakeholders as we have done on previous City of Winter Haven projects to establish expectations and ideas for the project.

Our review topics will include:

- Project overview & scope of work
  - Evaluation of Existing Building
  - Spatial Analysis
  - Possible Adjacent Off-site Improvements
  - Parking Expansion
  - Potential Outdoor Flex Space
  - Public/Customer Circulation
  - Review and Approval Process
- Project Schedule
- Lines of communications



Lake Maude Phase 1 Public Involvement

Following the kickoff meeting, the Whitehead Construction team will visit the project site with City staff and stakeholders interested in participating and revisit the discussions from the kickoff meeting. Following the Kickoff Meeting and site visit, our immediate task is to make sure that we understand the specific desires of City staff, league stakeholders, and other key stakeholders.

2. DISCOVERY | RESEARCH, ANALYSIS & COMPARABLES

During the **DISCOVERY** phase of the project, the design team will become more familiar with the site opportunities and constraints. We will review existing permitting with the City, SWFWMD, and the FDEP. We will also review previously prepared construction drawings, drainage studies and reports, and as-built documents. We will also have discussions with City staff familiar with the operations of the facility.

During the **DISCOVERY** Phase, the City may also wish to inform the community and surrounding residents and businesses of the renovation of the facility through a public involvement process. The City has recently been very successful in its outreach to the public and we would anticipate if desired, a similar format to the ones we recently held with the City for the Lake Conine Park and Chain of Lakes Park. Recognizing the fluid nature of public meetings, we are also comfortable utilizing a fully "digital" format as we have recently with a number of Lake Wales projects, or we can conduct "in-person" public open houses as we have previously done for Winter Haven's Lake Conine and Chain of Lakes Parks.



Lake Conine Public Involvement

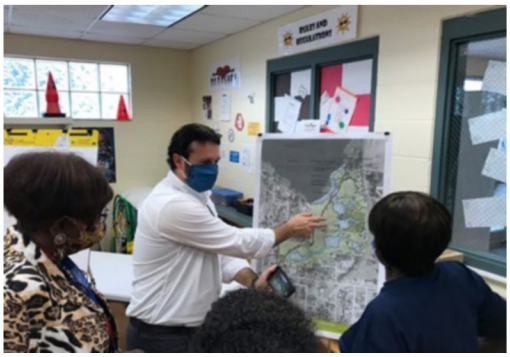


Chain of Lakes Master Plan – Design Workshop

3. DESIGN | CREATION & SYNTHESIS

The **Design** phase is informed by the findings from the Desire and Discovery phases. During this phase, which will be our revisiting of the existing conceptual design based upon input received, we will explore a variety of alternatives for accomplishing the project development program on the site. This is an iterative and inclusive process and relies on the City and stakeholders to be active participants in the process.

We typically prefer a charrette or design workshop similar to the Chain of Lakes Master Plan, Lake Howard, Lake Conine, and the MLK, Jr. Park to "lock" in a conceptual design early on for City, stakeholder, and public review. Following the charrette or workshop, we will return to the office and develop a final conceptual plan based upon the input received and provide it to the City for review prior to the second public meeting.



Lake Conine Public Involvement

4. DISCUSSION | INTERACTION & EVALUATION

The purpose of the **DISCUSSION** phase is to continue to build consensus regarding the final conceptual design. The Discussion phase will be repeated throughout the construction document phase with the Winter Haven City staff at specific milestones of completion. Discussion with City stakeholders can occur during the conceptual phase, 30% and 90% levels of completion during a page turn with the entire design team to address changes from the preceding submittals and to verify the design decisions made.

5. DOCUMENTATION | SUMMARY, DELIVERABLES, & RECORDING

During the **DOCUMENTATION** phase, we will develop the final construction documents and project specifications for each of the program items and will include an updated estimate of probable construction costs. During the transition from the 30% to 90% construction document completion, the Whitehead Construction team will submit documents to the SWFWMD to begin the permitting phase.

The Whitehead Construction team's approach and breadth of experience will allow the City of Winter Haven to enhance this existing vacant facility and convert it into a community asset. The Whitehead Construction team has been involved in the planning, design, permitting, and construction of numerous renovation projects throughout our careers, and we understand the requirements of a successful project. We know from our experience "what works" and what doesn't, and that the keys to successful projects include:

- Clearly stated expectations
- Accessible staff for frequent communication and coordination
- Creative and timeless design
- Recognition of maintenance and operations requirements
- Stakeholder and public support
- Collaborative design process
- Detailed scheduling and milestones
- Regular interim reviews and approvals
- Frequent review of estimated construction costs
- Clearly defined review and approval processes
- Thorough understanding of permitting requirements/processes
- Frequent construction review and coordination
- Commitment to quality, service, schedule, and budget

General - With the above referenced 5 "D"s representing the basis of our design approach, our team will proactively look for opportunities to accomplish the following:

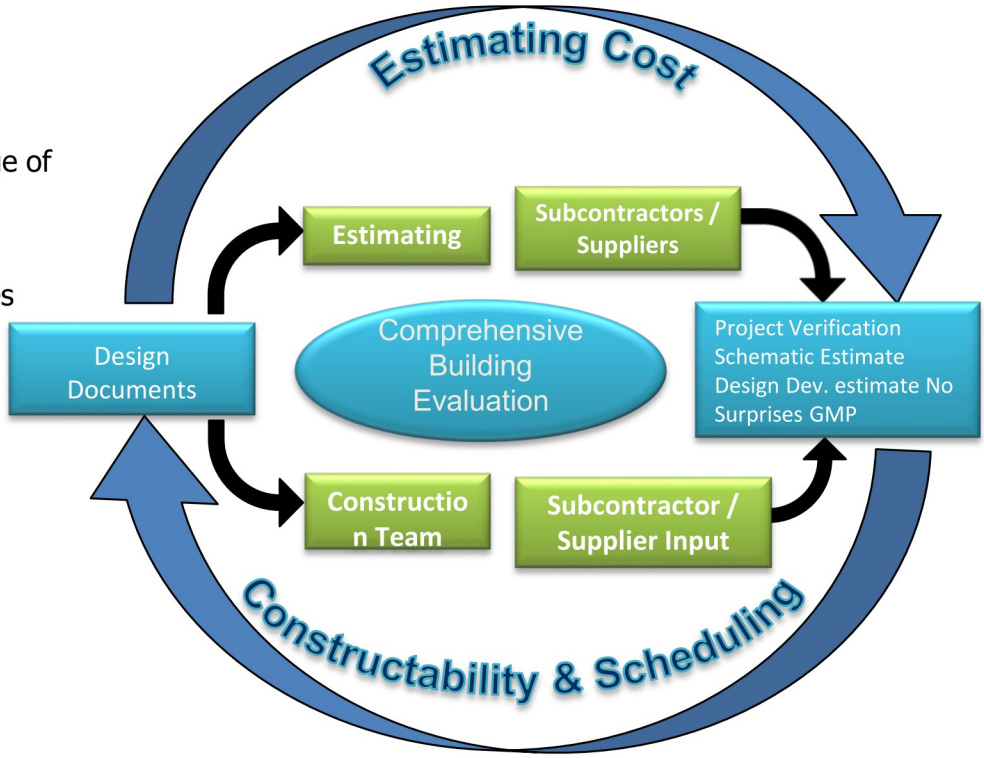
- Reduce the cost, shorten the schedule and improve the design of the facility.
- Ensure continuity of design intent and adherence to sustainable goals.
- Incorporate proven techniques and methodologies.
- Ensure the project meets all program requirements and the Owner's goals.
- Provide a facility that minimizes maintenance for the end-user.

Estimating – Whitehead Construction's approach to estimating will begin in the early preconstruction phase. This is the time for optimizing value while meeting the design requirements and staying within budget constraints. This Design-Build team has extensive knowledge and experience in successfully accomplishing the objective of cost control from design through construction.

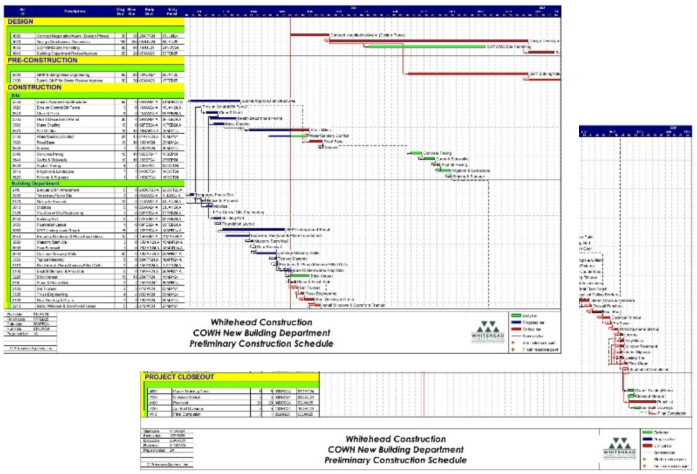
At various stages of the design, estimates will be prepared to determine if costs are in line with budget. Potential cost issues will be identified as early as possible and the team will work to mitigate the impact through the use of alternate design solutions, value engineering, etc.

Pre-Construction Phase

- Detailed estimate at every stage of design
- Evaluation building systems
- Analyze construction techniques
- Project analysis
- Value engineering
- Optimize budget
- Cost comparison
- No Surprise GMP



Scheduling – All schedules are prepared "in-house" by Whitehead Construction's own project staff. Outside consultants are never required or used for scheduling. Whitehead Construction uses and provides computer-generated schedules on all of its projects. These schedules include all phases of the project from preconstruction & design through construction, project closeout, and warranty phases. The latest version of Primavera P6 Project Manager is utilized to develop, maintain and update project schedules at all stages of construction. Sure Trak Software is used to schedule and track progress in the field on a daily basis.



Whitehead Construction utilizes subcontractor input throughout the project to ensure the accuracy of scheduled durations and logic for various components of the work. During the bidding and pre-construction phase, pre-bid meetings are held to determine project durations, particularly on items that may be long-lead procurement.

Management - Assigning a knowledgeable operations team to manage this project is important. Various software programs will be implemented to assist the staff in managing the project, including Procore, which is a document control software used to track submittals, shop drawings and RFI's, aid with cost control, and prepare meeting minutes. Several other tools are also used by our operations team such as material expediting and submittal schedules, which track material submittals, approval, fabrication, and delivery to ensure critical items are delivered when they are needed and don't impact the construction schedule. Purchasing schedules are also used to track buy-out of the project and ensure the critical subcontractors such as site, civil, and MEP are contracted in a timely manner.

Dispute resolution – Our team will work together to create a simple method for dispute resolution. Essentially, problems are to be solved following a "chain of command" with a time frame for resolving the problem. Emphasis is placed on empowering employees at the working level to make decisions, resolve problems and settle disputes. For example, first, the foreman will work with the electrician to solve a problem. If the problem is not resolved in 24 hours, it is escalated to the next level. At the second level, if the project superintendent and the electrician's supervisor cannot resolve the issue within the set time frame, then it moves up to the next level, and so on. This process continues, if necessary, up to the principals. Disputes are to be resolved by the most economical means available, keeping in mind the integrity of the project and the requirements of the contract documents. Time, money, and changes are all subject to the strict interpretations of the appropriate contract clauses.

Quality Control – Whitehead Construction quality control policy is built on over 67 years of experience in the construction industry. Our approach to quality control begins during the development of the design and specifications at which time we establish a proactive, job-specific Quality Control Program intended to catch problems with non-conforming work before they begin.

The key elements of this program are as follows:



- Careful review of the shop drawings & submittals to ensure full compliance with plans & specs.
- Review of the project specifications, codes and standards, instructions to bidders, and the Quality Control Program with the subcontractor's key personnel before starting work. This allows the project team to discuss the critical elements of construction, review the required codes and standards, and to clarify the requirements and expectations for quality, safety & schedule.
- Early procurement and installation of mock-ups and samples to ensure compliance with specifications and design intent and to allow modifications if required.
- Quality control testing of materials conducted and monitored to ensure compliance with the design specification requirements.
- Daily field inspections by our project superintendent to ensure the work is being performed in accordance with the specifications. The project manager also walks the project daily to review the progress and observe the quality of the work and make corrections as needed.
- Weekly safety meetings and composite jobsite cleanup crews contribute to a safe and clean site which results in a higher overall quality.
- Establish weekly quality meetings and tours of the project with key participants to review and approve the first installed samples of work or mock-ups.
- Inspection and acceptance testing of key systems for compliance with the specified codes and standards.
- Notation, correction and sign-off on conditions that do not meet established standards before the next inspection and while the subcontractor is still on site.
- Start-up and commissioning of all equipment and systems conducted by qualified firms or individuals in the presence of the Owner, users, designers, and construction manager.

Safety - On every project Safety is of paramount importance. Whitehead has an excellent safety record and is committed to safety on our projects from beginning through completion and Owner occupancy. Along with our safety concerns for clients and staff, we are committed to providing the best possible working conditions for our employees. Our safety program will address safety issues for construction personnel, as well as the staff and the general public in proximity to the project. All subcontractors will be responsible for administration and implementation of the Safety Program as it applies to their scope of work. Each subcontractor performing work on the project will be required to designate a safety & health representative for the duration of their participation. Whitehead's Safety Program requires that all supervisors attend weekly safety meetings which address the current and future work activities. The Safety Manager will be responsible for conducting employee safety meetings. It is our position that safety is everyone's responsibility.

Unique Approaches to Consider with this Project: Leveraging Technology -

The Lunz Group has been operating for almost 37 years, and within those three decades, we have constantly adapted to changes in technology and best practices. Most recently, our firm has been updating our BIM standards to better serve our clients and work with our team of engineers more efficiently. We leverage all aspects of 3D modeling, instead of relying solely on 2D AutoCAD Drafting. Part of updating our BIM Standards includes a BIM Execution Plan we share with our subconsultants prior to onboarding them to the project. This ensures that all parties on the design team are utilizing the same technologies and design standards; this benefits our clients in regard to scheduling and seamless review. With our BIM Standards, we have incorporated clash detection among Architectural, MEP, and Structural drawings in our process. In addition, by utilizing 3D tools and Autodesk Construction Cloud (ACC), our team provides clients with the opportunity to be involved at their own pace. This bridges the gap between Owner and Architect for visual check-ins.

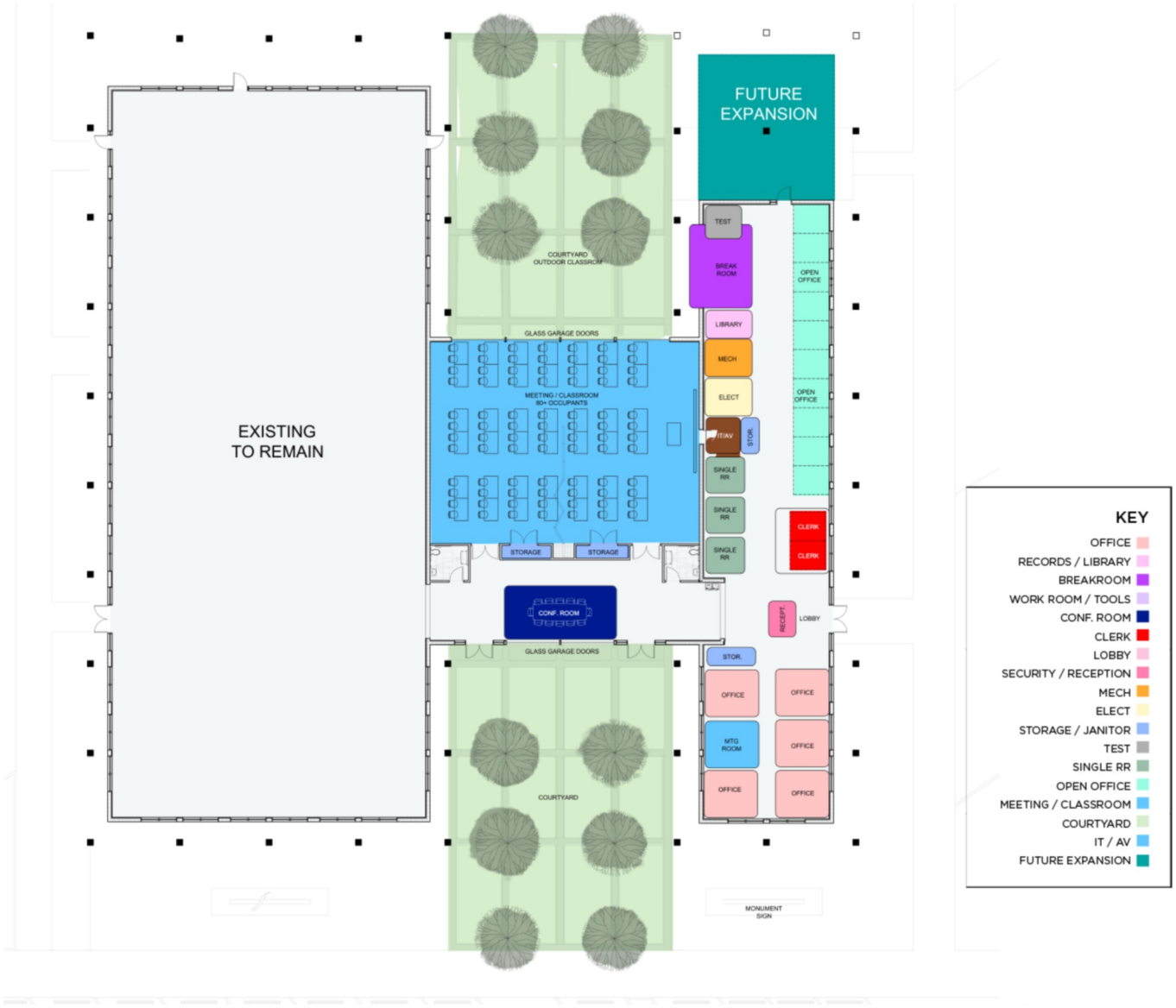
Our in-house visualization team provides larger than life renderings to bring the project from concept to reality. Our visualization team is able to quickly turn around design-focused renderings to ensure we are meeting the aesthetic goals and objectives for the project. Our collective of interdisciplinary artists hold decades of professional experience spanning animation, concepting, visualization and more. Animating previsualized worlds is what we do best, and by doing so, help sell concepts, convey intent, and help create buy-in from key stakeholders and community members.

Additionally, our team utilizes a Matterport Pro3 3D Camera, which allows our team to evaluate existing conditions of buildings. This device produces 3D scans that can be imported directly into Revit and modeled alongside, creating efficiencies for our team and clients. This resource has aided our clients with scheduling and budgeting. Utilizing this technology prior to programming helps our team understand what may be required and discussed prior to any finalized designs or floor plans.

As it relates to this project, The Lunz Group highly recommends utilizing the Matterport Pro3 3D Camera to evaluate the existing conditions of the building, as it relates to the interior of the building shell. There are severe deviations to the finish floor throughout.

POTENTIAL CHALLENGES

Anticipated Challenges - The Lunz Group anticipates challenges such as the finish floor elevations, in respect to ADA and plumbing, as well as detailing the exterior closure at existing soffits. They will work closely with Whitehead Construction to determine the best course of action throughout the design process to ensure the City of Winter Haven's needs are met.

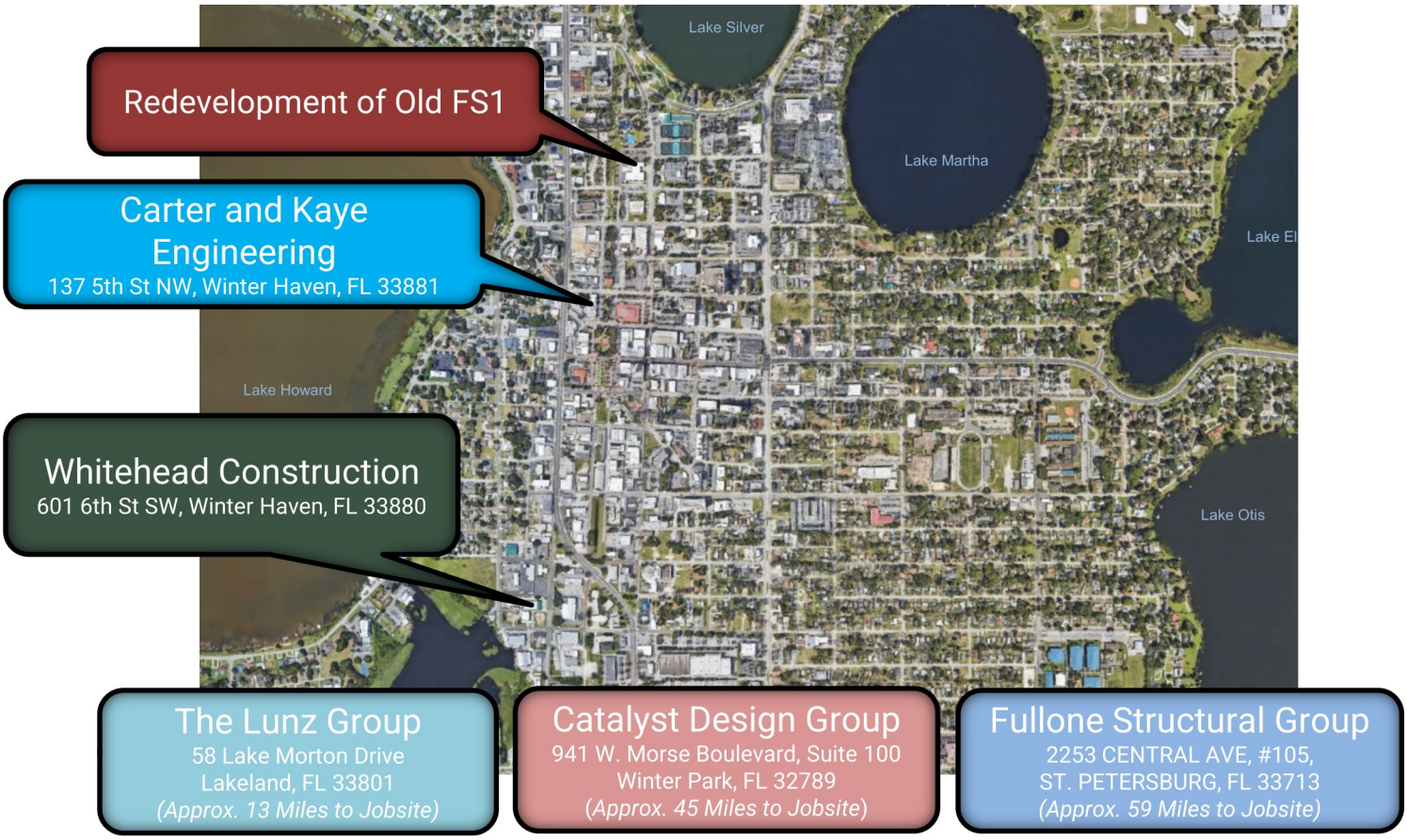


5.5 Local Participation/ Impacting Our Local Economy

- Firm's Approach
- Distance from Site

LOCAL PARTICIPATION ~ FIRMS' LOCATION

Whitehead Construction proactively seeks local trade participation in every project, with more than 70 years of construction in Winter Haven, we can proudly boast that we have built a strong alliance among local subcontractors and suppliers that we rely on to deliver our projects. Each employee of Whitehead Construction resides in Winter Haven/Polk County. Over the past 5 years, Whitehead Construction can proudly say that roughly 95% of the work we've completed was performed by local subcontractors, suppliers, and vendors. We will promote the use of local, minority, and small business firms in a proactive manner. This practice helps support both local businesses and allocate funds back into the community of Winter Haven and surrounding Cities. We expect to meet or exceed our 95% utilization rate of local resources on this project. Whitehead Construction is committed to working closely with the City to achieve objectives for subcontractor participation, and our proactive approach to engaging businesses during the early stages of our projects is key to the success.



5.6 Organizational Resources

- Business Structure & Stability
- Financial Statement
- Bonding Capacity & Insurance Limits
- Years in Business
- Total Staff and Firm's Experience Profile
- Termination of Contract

FIRM INFORMATION

5.1.2 ~ YEARS IN BUSINESS:

70 Years

5.1.2 ~ STAFF:

34 Total Staff

3 Managers

13 Technical Staff

8 Support Staff

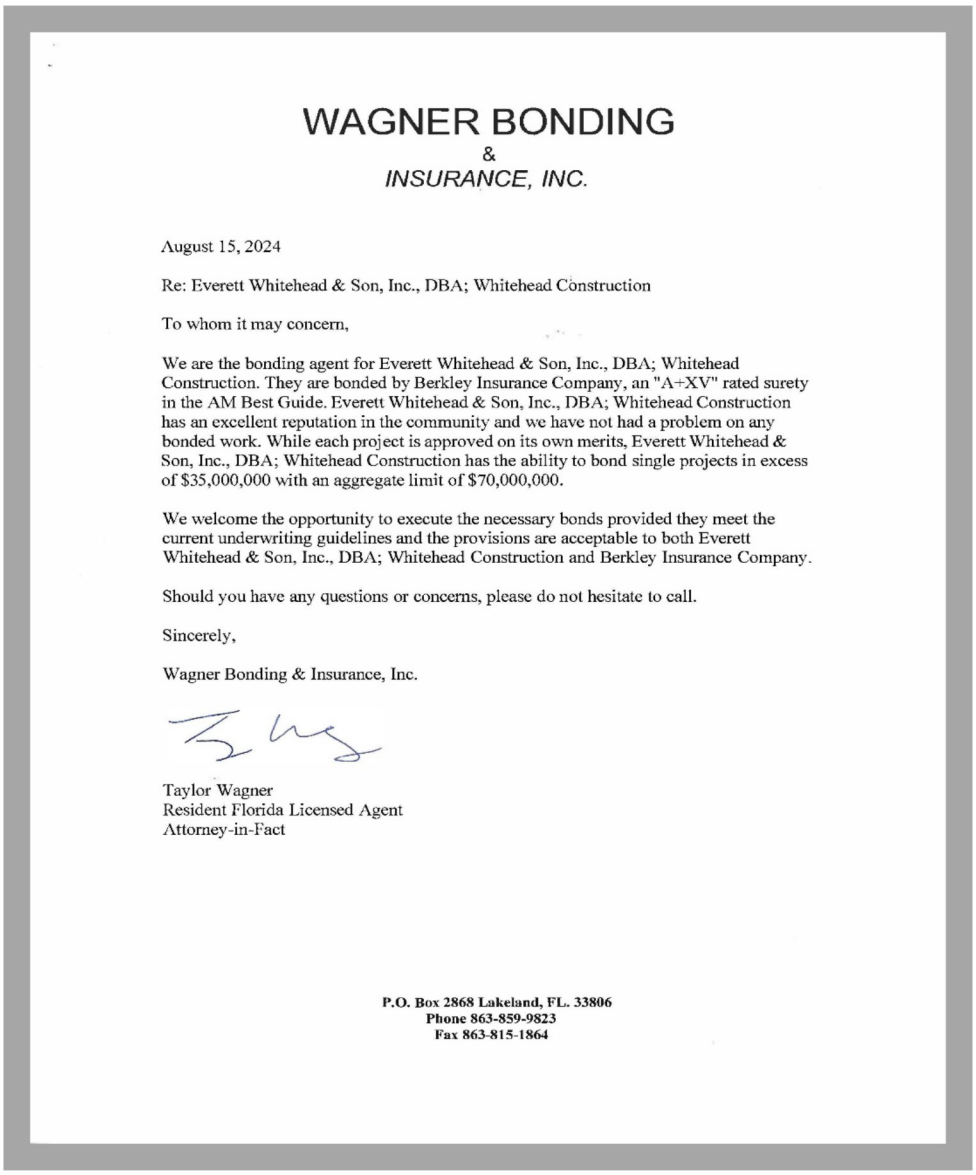
Relevant Municipal, Athletic and Convention Space Experience

We bring the City of Winter Haven an extensive resume of municipal projects that are very relevant to the Building Department – Redevelopment of Old FS1 project. Our Team has completed new City Hall Complexes for both the Town of Dundee and Polk City. We have also completed multiple Fire & Police Stations throughout Polk County as well as park and athletic venue projects for the City of Winter Haven, some of which include the Advent Health Fieldhouse & Conference Center, Winter Haven Tennis Center, MLK Park and Amphitheater, Sertoma Baseball complex. Some of these projects along with others and our team's direct involvement are further detailed elsewhere in this proposal, including in Sections 5.2 (Firm Experience) and 5.6 (Organizational Resources).

ORGANIZATIONAL RESOURCES & FINANCIAL CAPABILITY

~ OPERATIONAL STABILITY & BONDING CAPACITY

Whitehead Construction provides the organizational and financial resources needed to ensure the successful completion of the City of Winter Haven Redevelopment of Old Fire Station Number One project. Since 1954, we have consistently demonstrated our ability to finish complex projects on time, within budget, and to the highest standards of quality. With a bonding capacity of $35,000,000 and a total aggregate of $70 million, we offer strong assurance of our stability and capability to deliver exceptional results for this project.



WAGNER BONDING
&
INSURANCE, INC.

August 15, 2024

Re: Everett Whitehead & Son, Inc., DBA; Whitehead Construction

To whom it may concern,

We are the bonding agent for Everett Whitehead & Son, Inc., DBA; Whitehead Construction. They are bonded by Berkley Insurance Company, an "A+XV" rated surety in the AM Best Guide. Everett Whitehead & Son, Inc., DBA; Whitehead Construction has an excellent reputation in the community and we have not had a problem on any bonded work. While each project is approved on its own merits, Everett Whitehead & Son, Inc., DBA; Whitehead Construction has the ability to bond single projects in excess of $35,000,000 with an aggregate limit of $70,000,000.

We welcome the opportunity to execute the necessary bonds provided they meet the current underwriting guidelines and the provisions are acceptable to both Everett Whitehead & Son, Inc., DBA; Whitehead Construction and Berkley Insurance Company.

Should you have any questions or concerns, please do not hesitate to call.

Sincerely,

Wagner Bonding & Insurance, Inc.

Taylor Wagner
Resident Florida Licensed Agent
Attorney-in-Fact

P.O. Box 2868 Lakeland, FL. 33806
Phone 863-859-9823
Fax 863-815-1864

Whitehead Construction Insurance Overview:

General Liability	-	$1,000,000/$2,000,000
Professional Liability	-	$2,000,000/$2,000,000
Excess/Umbrella	-	$5,000,000/$5,000,000
Worker's Comp	-	$1,000,000/$1,000,000

ORGANIZATIONAL RESOURCES & FINANCIAL CAPABILITY

~ OPERATIONAL STABILITY & BANK REFERENCE LETTER



Bank of Central Florida®

July 24, 2024

Please accept this letter regarding Whitehead Construction. They have been an excellent client of Bank of Central Florida for the past 5 years.

I can confirm Whitehead Construction maintains all loan and deposit accounts in a satisfactory manner. This company has earned an outstanding reputation for their financial stability while providing top quality services to their clients. Bank of Central is also a client as they've done several successful construction projects for us.

I consider them to be one of our top clients and great people to work with. If I can be of further assistance, please feel free to call or email me directly.

Sincerely,

Bo Boyte

Vice President / Commercial Banking
(863) 226-0840
bo.boyte@bankofcentralflorida.com

Propelling forward together.

201 3rd Street SW • Winter Haven, FL 33880
bankofcentralflorida.com

5.6.2 ~ TERMINATION OF CONTRACT

Whitehead Construction has never failed to perform any Contract, had any Contract canceled, or been involved in litigation with regard to contractual performance.

Appendix

- Bid Forms
- Resumes & Company Documents

Everett Whitehead & Son, Inc. dba: Whitehead Construction, is a Florida Corporation. The company is qualified as a Certified General Contractor with the Department of Business and Professional Regulation.



State of Florida
Department of State

I certify from the records of this office that EVERETT WHITEHEAD & SON, INC. is a corporation organized under the laws of the State of Florida, filed on December 28, 1966.

The document number of this corporation is 312218.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on March 17, 2020, and that its status is active.

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

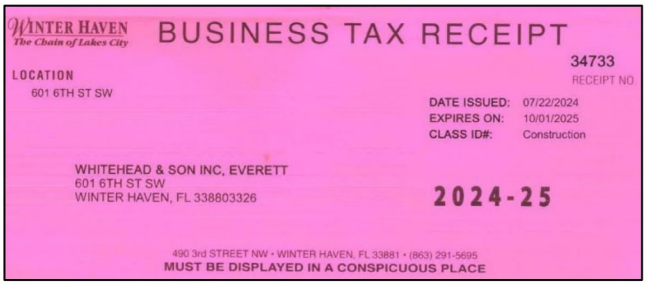
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of May, 2020

Secretary of State

Tracking Number: 8742900851CU

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

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



WINTER HAVEN
The Chain of Lakes City

BUSINESS TAX RECEIPT

34733
RECEIPT NO

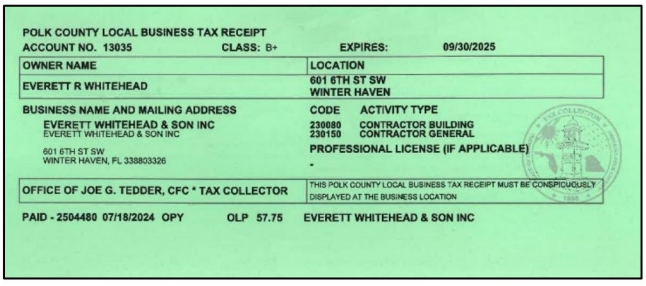
LOCATION
601 6TH ST SW

DATE ISSUED: 07/22/2024
EXPIRES ON: 10/01/2025
CLASS ID#: Construction

WHITEHEAD & SON INC, EVERETT
601 6TH ST SW
WINTER HAVEN, FL 338803326

2024-25

490 3rd STREET NW • WINTER HAVEN, FL 33881 • (863) 291-5695
MUST BE DISPLAYED IN A CONSPICUOUS PLACE



POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 13035 CLASS: B+ EXPIRES: 09/30/2025

OWNER NAME	LOCATION
EVERETT R WHITEHEAD	601 6TH ST SW WINTER HAVEN

BUSINESS NAME AND MAILING ADDRESS
EVERETT WHITEHEAD & SON INC
EVERETT WHITEHEAD & SON INC
601 6TH ST SW
WINTER HAVEN, FL 338803326

CODE ACTIVITY TYPE
230080 CONTRACTOR BUILDING
230150 CONTRACTOR GENERAL

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 - 2504480 07/18/2024 OPY OLP 57.75 EVERETT WHITEHEAD & SON INC

Everett Whitehead & Son, Inc. dba; Whitehead Construction is an "S" Corporation and has been in business since 1954 and incorporated since 1966 as shown on the certificate above.

Total years in business: 70
Office location: 601 6th St., SW Winter Haven, FL 33880
Telephone number: (863) 293-6473

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
EVERETT WHITEHEAD & SON, INC

2 Business name/disregarded entity name, if different from above
DBA WHITEHEAD CONSTRUCTION

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
601 6TH ST SW

Requester's name and address (optional)

6 City, state, and ZIP code
WINTER HAVEN, FL 33880

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
59 - 1394761

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/2/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

ATTACHMENT A
FIRM INFORMATION / CERTIFICATION

1. Legal Name of Firm. Indicate if the Firm is a Corporation, Joint Venture, Partnership, etc.:
   EVERETT WHITEHEAD & SON, INC. DBA: WHITEHEAD CONSTRUCTION
2. Name/Title of contact person for the Firm: E. RYAN WHITEHEAD, PRESIDENT
3. Local business and mailing address: 601 6th ST SW, WINTER HAVEN, FL 33880
4. Primary business and mailing address: SAME AS ABOVE
5. Telephone Number: (863) 293-6473 Fax: (863) 299-2879

The above-named Firm affirms and declares:

A. That the Firm understands all requirements for the RFQ and states they will comply with all the stipulations included in the RFQ package.
B. That the Firm is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below.
C. That this qualification proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below.
D. That no officer or employee or person whose salary is payable in whole or in part from the City's Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment and work or labor to which they relate; or in any portion of the profits thereof.
E. That the Firm has received and carefully examined all Addenda issued prior to Opening.
F. All statements made by the Firm in the Proposal are true and accurate as of the Proposal submittal date.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

Witness

Witness

CORPORATE SEAL
(Where Appropriate)

FIRM:

BY: _____ (SEAL)
(Authorized Signature in Ink)

E. RYAN WHITEHEAD
(Printed Name of Signer)

PRESIDENT
(Printed Title of Signer)

NOVEMBER 01, 2024
(Date)

(ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 1ST day of NOVEMBER, 2024, by E. RYAN WHITEHEAD, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as PRESIDENT of EVERETT WHITEHEAD & SON, INC. DBA: WHITEHEAD CONSTRUCTION, a FLORIDA corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

_____(Signature of the Person taking Acknowledgment)

NATASHA MICHELE PARKER (Name of Acknowledger Typed, Printed and Stamped)

NOTARY (Title or Rank)

HH398947 (Serial Number if Any)

NOTARY PUBLIC STATE OF FLORIDA
NATASHA MICHELE PARKER
MY COMMISSION # HH 398947
EXPIRES: June 21, 2027

(ACKNOWLEDGEMENT OF FIRM, IF A PARTNERHSIP OR INDIVIDUAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

_____(Signature of the Person taking Acknowledgment)

_____(Name of Acknowledger Typed, Printed and Stamped)

_____(Title or Rank)

_____(Serial Number if Any)

ATTACHMENT D

Affidavit of Prime Bidder

Non-Collusion The contractor/vendor is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid; such Bid is genuine and is not a collusive or sham Bid; neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Drug-Free Workplace The contractor/vendor certifies that it is a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Affidavit Certification Immigration Laws City of Winter Haven will not intentionally award City 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"). City of Winter Haven 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 CITY OF WINTER HAVEN.** The contractor/vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent amendments).

(Signed) _____
Name

E. RYAN WHITEHEAD, PRESIDENT
Title



Ryan Whitehead

Whitehead Construction

Principal

Ryan is a Winter Haven Native with over 30 years of experience in the construction industry. As the third generation Whitehead to manage the Company, he has been at the helm as President of Whitehead Construction for over 15 years. His day-to-day responsibilities include the following: Develop and execute the company's vision, strategy, and goals. Direct overall business operations and growth initiatives. Oversee budgeting, financial planning, and profitability analysis. Manage financial risks and ensure fiscal responsibility. Cultivate and maintain relationships with clients, stakeholders, and partners. Provide high-level guidance and decision-making throughout the project lifecycle. Lead and motivate senior management and staff, fostering a positive work environment. Streamline operations and implement efficient processes and procedures. Identify and pursue new business opportunities and market expansion. Assess and mitigate risks related to projects, contracts, and business operations.

Project Role:
Principal

Certifications:
Certified Building Contractor CBC1251320

% to This Project
20%

Location:
601 6th Street SW, Winter Haven, FL 33880

Experience:
30+ Years

Years w/Firm
30+ Years

Contact:
863-293-6473

Relevant Experience:

- Town of Dundee City Hall Complex construction of a new 10,000 sf 1.3 M dollar City Hall Complex. The complex housed offices for the Town Manager, Town Clerk, Building Department, Finance Director and Code Enforcement. The project also included Council Chambers and conference rooms as well as a new Library.
- Polk City - City Hall Complex construction of a new 8,519 sf 2.2 M dollar City Hall Complex. The complex housed offices for the Town Manager, Town Clerk, Building Department, Finance Director and Police Department with holding cells. The project also included a Town Meeting Hall and conference rooms.
- City of Winter Haven Skate Park/Amphitheater Managed construction of a 1.9 M dollar design-build project which included a new 17,000 sf skate park and adjacent amphitheater. The skate park included a large flow bowl and a long, linear street course with two levels along with a new parking lot. The amphitheater included selective demolition of the existing Lake Silver Amphitheater, installation of a new cantilevered shade structure, terraced lawn sitting, and handicap-accessible walks.
- City of Winter Haven Parking Garage Design Build Managed construction of a 86,000 sf 3.2 M dollar three-story Design Build pre-cast parking garage structure for the City of Winter Haven.
- City of Winter Haven Fire Station #3 new 11,700 sf 3.4 M dollar fire station and pocket park. The project includes three apparatus bays, bunk rooms, living space, gym, offices and training room. A neighborhood pocket park will also be constructed as part of this project adjacent to the new fire station.
- City of Winter Haven Chain of Lakes Fieldhouse new 26 M dollar field house addition/renovation to the existing Chain of Lakes Complex. The project included a new 58,400 square foot multi-use gymnasium space with second- floor observation area & track, meeting rooms, training and locker rooms, laundry, and storage spaces, concession area, new public fitness/ exercise area, new recreational offices, restroom facilities, and renovated portions of the existing Complex facility.
- City of Winter Haven Tennis Complex new 2.7 M dollar design-build tennis center for the City of Winter Haven - including new pro shop/clubhouse with second-floor viewing area, (8 ea) new clay tennis courts, (4) pickle ball courts, (1 ea) 10 & under asphalt court & pre-engineered shade structure
- 20 on 2nd Apartments Construction of a $3.1 M dollar 20-unit apartment building. The apartment complex consisted of two separate two-story buildings and a previous concrete parking lot.
- Bond Clinic Urgent Care Managed new $5.8 M dollar Design Build 35,800sf three (3)-story medical office building.
- Bok North Campus construction of a 7.9 million dollar 2 story 20 state-of-the-art classroom building and adjacent Kitchen & Cafeteria building with adjoining culinary classroom encompassing a total over 37,500 square feet.
- CSX Intermodal Rail Facility managed the design phase and construction of a 2.5 M dollar Intermodal Rail Facility project for CSX in Winter Haven. The design-build project included the construction of new Administration, Crew, Operations & Maintenance buildings. Each building was individually certified as a LEED Silver project.
- Rain Garden Apartments Managed Construction of a $2.2 M dollar 9-unit apartment building. The apartment units consist of approximately 1,600 S.F. of living space, with a private courtyard and enclosed two-car garage.



WAYNE MULLEN LEED AP

Whitehead Construction

VP of Construction Operations

Wayne is a Winter Haven native and has been involved in the construction industry throughout Florida, Georgia & Alabama for over 30 years. He is experienced in all aspects of the construction process including estimating, value engineering, constructability review, contract administration, development and maintenance of project schedule, submittal review & management, Owner direct purchase, cost control and billing, change order preparation and management, coordination of Owner, Architect and local Municipalities and project closeout. He is also familiar with different project delivery methods, including Construction Management, Construction Management at Risk, Design Build, and Hard Bid. He will be involved on a day-to-day basis, providing hands-on leadership and assistance to the onsite team as needed.

Project Role:

VP of Construction Operations

Education:

University of Florida School of Building Construction Graduated with Honors

Certifications:

Certified General Contractor

Florida CGC1506376

Alabama BC 50674

Georgia GCCO006528

LEED AP

30 hour OSHA certified

Eagle Scout

Asst Scout Master Troop 515

Location:

601 6th Street SW, Winter Haven, FL 33880

% to This Project

20%

Years w/Firm

15 Years

Years w/Other Firm

10 Years

Experience:

30+ Years

Relevant Experience:

- Town of Dundee City Hall Complex managed the construction of a new 10,000 sf 1.3 M dollar City Hall Complex. The complex housed offices for the Town Manager, Town Clerk, Building Department, Finance Director and Code Enforcement. The project also included Council Chambers and conference rooms as well as a new Library.
- City of Winter Haven Fire Station #3 managed construction of a new 11,700 sf 3.4 M dollar fire station and pocket park. The project includes three apparatus bays, bunk rooms, living space, gym, offices and training room. A neighborhood pocket park will also be constructed as part of this project adjacent to the new fire station.
- City of Winter Haven Skate Park/Amphitheater Managed construction of a 1.9 M dollar design-build project which included a new 17,000 sf skate park and adjacent amphitheater. The skate park included a large flow bowl and a long, linear street course with two levels along with a new parking lot. The amphitheater included selective demolition of the existing Lake Silver Amphitheater, installation of a new cantilevered shade structure, terraced lawn sitting, and handicap-accessible walks.
- City of Winter Haven Chain of Lakes Fieldhouse Assisted with construction management of a new 26 M dollar field house addition/renovation to the existing Chain of Lakes Complex. The project included a new 58,400 square foot multi-use gymnasium space with second- floor observation area & track, meeting rooms, training and locker rooms, laundry, and storage spaces, concession area, new public fitness/ exercise area, new recreational offices, restroom facilities, and renovated portions of the existing Complex facility.
- City of Winter Haven Tennis Complex Managed Construction of a new 2.7 M dollar design-build tennis center for the City of Winter Haven - including new pro shop/clubhouse with second-floor viewing area, (8 ea) new clay tennis courts, (4) pickle ball courts, (1 ea) 10 & under asphalt court & pre-engineered shade structure
- City of Winter Haven Parking Garage Design Build Managed construction of a 86,000 sf 3.2 M dollar three-story Design Build pre-cast parking garage structure for the City of Winter Haven.
- 20 on 2nd Apartments Managed Construction of a $3.1 M dollar 20-unit apartment building. The apartment complex consisted of two separate two-story buildings and a previous concrete parking lot.
- Rain Garden Apartments Managed Construction of a $2.2 M dollar 9-unit apartment building. The apartment units consist of approximately 1,600 S.F. of living space, with a private courtyard and enclosed two-car garage.
- Bond Clinic Urgent Care Managed Construction of a new $5.8 M dollar Design Build 35,800sf three (3)-story medical office building.
- CSX Intermodal Rail Facility Involved with the design phase and managed construction of a 2.5 M dollar Intermodal Rail Facility project for CSX in Winter Haven. The design-build project included the construction of new Administration, Crew, Operations & Maintenance buildings. Each building was individually certified as a LEED Silver project.
- Lost Lake Elementary School Managed construction of a 21,000 sf 3.5 M dollar 2 story classroom addition for Lake County School Board
- Pine Ridge Elementary School Managed construction of 21,000 sf 3.5 M dollar 2 story classroom addition for Lake County School Board
- Roosevelt Elementary School Managed construction of a 150,000 sf 17 M dollar phased replacement of an existing and occupied elementary school for Palm Beach County School Board
- Rock Island Elementary & Arthur Ashe Middle School Managed new construction of a 250,000 sf 30 million dollar elementary and middle school for Broward County School Board



Terry Pittman

Project Manager

Whitehead Construction

With 45 years of construction experience, including 15 years in the local government sector, Terry has directed, managed, and constructed over $150 million worth of capital improvement projects. His extensive experience encompasses grant-funded and multi-year budgeted projects, and he is proficient in various construction delivery methods, including Construction Management at Risk. As a strong collaborator, Terry has an emphasis on Stakeholder Team Development. He holds a PhD in Management with a specialization in leadership and is a Certified Public Manager and Certified Building Contractor. Additionally, Terry has served as a City Commissioner for the City of Eagle Lake, where he is a third-generation resident and a second-generation city employee.

Project Role:

Project Manager

Education:

Bachelors of Public Administration; Masters of Business Administration; PhD, Organizational Management

Certifications:

Certified Building Contractor CBC1268034

Certified Public Manager

Certified NPDES Inspector

% to This Project

100%

Years w/Firm

10+ Years

Experience:

45+ Years

Primary Project Function:

- Direct, manage, and oversee all aspects of the on-site construction activities as a Total Asset Management project
- Management of construction budget, overall project schedule, and project phasing
- Review submittals and shop drawings
- Provide weekly project Summary Reports and monthly Project Status Reports to City Manager
- Attend City Commission Meetings as needed
- Manage and direct assigned Project Superintendent
- Serve as on-site liaison for guided construction progress tours

Relevant Experience:

- City of Winter Haven Fire Station #3 supervised construction of a new 11,700 sf 3.4 M dollar fire station and pocket park. The project includes three apparatus bays, bunk rooms, living space, gym, offices and training room. A neighborhood pocket park will also be constructed as part of this project adjacent to the new fire station.
- City of Winter Haven Tennis Complex supervised construction of a new 2.7 M dollar design-build tennis center for the City of Winter Haven - including new pro shop/clubhouse with second-floor viewing area, (8 ea) new clay tennis courts, (4) pickle ball courts, (1 ea) 10 & under asphalt court & pre-engineered shade structure
- CSX Intermodal Rail Facility supervised construction of a 2.5 M dollar Intermodal Rail Facility project for CSX in Winter Haven. The design-build project included the construction of new Administration, Crew, Operations & Maintenance buildings. Each building was individually certified as a LEED Silver project.



Richard Morell

Project Superintendent

Whitehead Construction

Construction Superintendent with 34 years of comprehensive experience leading teams of contractors and subcontractors. Richard has a broad understanding of the construction industry and a proven track record of success in delivering complex construction projects. He is familiar with the requirements of drawings and specifications and has extensive knowledge of all construction sub-trades, construction materials, and supplies.

Project Role:

Project Superintendent

U.S.M.C.

Served 1990-1994

1 Combat Tour in Desert Storm/Desert Shield

Certified NPDES Inspector

% to This Project

100%

Years w/Firm

3 Years

Experience:

45+ Years

Primary Project Functions

- Manages daily operations on construction site, ensuring projects are completed on time, within budget, and to quality standards.
- Assists with the creation of project schedule, monitors & updates daily progress.
- Maintains daily log in Procore along with uploading daily photos of the progress.
- Conducts weekly subcontractor coordination meetings
- Assist with review of submittals and shop drawings
- Implements and enforces safety protocols to ensure a safe work environment.
- Monitors budgets and tracks expenses, identifying cost-saving opportunities.
- Assists with review of subcontractor invoices and material purchases.
- Addressed and resolved site issues and conflicts, minimizing project delays.
- Maintains as-built drawings, including any drawing revisions.
- Ensures work meets quality control standards and client expectations through daily plans in hand inspections.
- In charge of daily Stormwater Pollution Prevention Plan monitoring for the project site.

Relevant Experience:

- Bok North Campus supervised construction of a 7.9 million dollar 2 story 20 state-of-the-art classroom building and adjacent Kitchen & Cafeteria building with adjoining culinary classroom encompassing a total over 37,500 square feet.
- Winter Haven Boys & Girls Club supervised construction of a 3.9 million dollar 17,000sf complete gut and renovation of the existing Boys & Girls Club. The building includes Gymnasium, Gameroom, Classrooms, covered outdoor dining space and new Kitchen.
- Cedar Grove Shopping Center supervised the construction of a 96,000sf 17 million dollar shopping plaza including Ross, Home Goods, Pets Mart & 5 below located in Charleston, South Carolina.
- Hilton Garden Inn supervised construction of the masonry and structural concrete portion of a 7 story 50,000sf Hilton hotel in Lake Buena Vista
- Homewood Suites supervised construction of the masonry and structural concrete portion of a 7 story 60,000sf Homewood Suites hotel in Lake Buena Vista
- Dollar Tree supervised the construction of multiple 10,000sf 4 - 5 million dollar Dollar Tree stores.



BRADLEY T. LUNZ AIA, NCARB

Principal In Charge

Brad serves as the President and CEO of The Lunz Group. He is an internationally published thought leader, renowned entrepreneur, and registered architect with more than 25 years of architectural experience, and 30 years of construction experience. He has worked on a variety of building typologies including fire stations, aviation facilities, county and state government buildings, public safety facilities, and correctional facilities. Brad strives to provide clients solutions through sustainable designs that last beyond a lifetime. He also strives to engage local manufacturers and suppliers by locally sourcing materials. Brad brings a breadth of experience in resolving a client's spatial and budgetary requirements while delivering a quality design exceeding expectations.

EDUCATION

Bachelor of Architecture, Savannah College of Art and Design

Master of Architecture, Savannah College of Art and Design

CREDENTIALS

Florida Registered Architect, AR94778

YEARS OF EXPERIENCE

25

YEARS WITH THE LUNZ GROUP

16

OFFICE LOCATION

Lakeland, FL

RELATED EXPERIENCE

- Winter Haven Fire Station No. 3; Winter Haven, FL
- Winter Haven Fire Station No. 4; Winter Haven, FL
- Winter Haven Fire Station No. 5; Winter Haven, FL
- Polk County Utilities Operations; Winter Haven, FL
- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Winter Haven Montessori; Winter Haven, FL
- South Lake Howard Nature Park Expansion; Winter Haven, FL
- Polk State College Campus Master Plan; Winter Haven, FL
- Blue Line Aviation Facility; Winter Haven, FL
- City of Winter Haven Master Plan; Winter Haven, FL
- Boys & Girls Club Renovation; Winter Haven, FL
- Winter Haven Elks Lodge; Winter Haven, FL
- Polk County Sheriff Burnham-McCall Training Center; Bartow, FL
- Plant City Utilities & Solid Waste Facility; Plant City, FL
- Polk County Sheriff's Office Northeast District Command Center; Polk County, FL

ADDITIONAL EXPERIENCE

- NOAA Aircraft Operations Center Phase I; Lakeland, FL
- NOAA Aircraft Operations Center Phase II; Lakeland, FL
- Lakeland Fire Station No. 7/ARFF (Two Globe Rating)*; Lakeland, FL
- City of Lakeland Fire Training Facility; Lakeland, FL
- Pinellas Park Public Works Facility; Pinellas Park, FL
- Sayde Gibbs Marin Community Center; Plant City, FL
- Osceola County Sheriff's Health Center
- Polk County Sheriff's Office Northeast District Command Center
- Polk Regional Water Cooperative Water Processing Facility; Polk County, FL
- Lakeland Regional Health I-4 & Kathleen Road Medical Office Building; Lakeland, FL
- Summit Consulting Headquarters & Parking Garage; Lakeland, FL
- Treatt USA Headquarters; Lakeland, FL
- R & L Carriers Facility; Lakeland, FL
- Campbell City Tax Collector; Kissimmee, FL
- Lake Ariana Park; Auburndale, FL

*Green Globes Project

THE LUNZ GROUP



GREG SELVIDGE RRC

Senior Project Manager

Greg brings more than 25 years of experience specifically in fire station design and construction. Greg has a strong background in construction, architecture, and product design, especially as they relate to fire stations. Greg strives to provide clients with design solutions that are tailored to their needs and has extensive experience with construction administration and project management. He has worked on more than 30 fire stations throughout his career. Greg is currently working closely with the City of Apopka and Highlands County on fire station projects, as well as Polk County, with multiple fire stations in construction phases. Greg will be the main point of contact for the design team and will be responsible for project oversight and coordination.

EDUCATION
Bachelor of Architecture, Georgia Institute of Technology

CREDENTIALS
Florida Registered Residential Contractor, RR282811816

YEARS OF EXPERIENCE
26

YEARS WITH THE LUNZ GROUP
24

OFFICE LOCATION
Lakeland, FL

RELATED EXPERIENCE

- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Winter Haven Fire Station No. 2 Hardening; Winter Haven, FL
- Winter Haven Montessori; Winter Haven, FL
- South Lake Howard Nature Park Expansion; Winter Haven, FL
- Polk County Fire Training Center; Polk County, FL
- Polk County Fire Station Prototype; Polk County, FL
- Polk County Sheriff's Office Burnham-McCall Training Center; Bartow, FL
- Polk County Sheriff's Office Intake Facility Renovation; Polk County, FL
- Pinellas Park Public Works Facility; Pinellas Park, FL
- Durbin Park Community Center; Kissimmee, FL
- Lake Myrtle Park; Auburndale, FL
- Mulberry Fire Station; Mulberry, FL
- Four Corners Fire Rescue; Four Corners, FL

ADDITIONAL EXPERIENCE

- World Equestrian Center Show Arena Complex; Ocala, FL
- Mulberry Fire Station; Mulberry, FL
- Marion County EMS Prototype Design; Marion County, FL
- Sanford Fire Station No. 40; Sanford, FL
- Sleepy Hill Fire Station; Lakeland, FL
- Galloway Fire Station; Lakeland, FL
- Apopka Fire Station No. 5; Apopka, FL
- Apopka Fire Station No. 6; Apopka, FL
- Haines City Fire Station; Haines City, FL
- Southwest Sumter Fire Station; Sumter County, FL
- North Wildwood Fire Station; Sumter County, FL
- Watkins Road Fire Rescue; Haines City, FL
- Northeast Regional Park Baseball Complex; Davenport, FL

THE LUNZ GROUP



TRENT CHAMBERLAIN AIA

Senior Project Architect, QA

Trent is a Senior Project Architect, QA (Quality Assurance) at The Lunz Group. He acts as a third-party to the project to check drawings through a detailed review. Trent specializes in municipal, transportation, and correctional facility design. He has experience working with local city, county, and state and federal agencies including municipalities, the Florida Department of Corrections and the United States Postal Service. He has experience working on a variety of project typologies, including academic buildings, fire stations, correctional facilities, public and civic facilities, and more. Trent has a strong technical background from experience gained working as a Project Manager at several engineering firms and from more than 30 years with The Lunz Group.

EDUCATION
Bachelor of Architecture, Florida Agricultural & Mechanical University

CREDENTIALS
Florida Registered Architect, AR0015550

YEARS OF EXPERIENCE
35

YEARS WITH THE LUNZ GROUP
31

OFFICE LOCATION
Lakeland, FL

RELATED EXPERIENCE
- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Office Boot Camp; Bartow, FL
- Polk County Sheriff's Office Burnham-McCall Training Center; Bartow, FL
- Polk County Sheriff's Office Ridge District Station at Poinciana; Poinciana, FL
- Winter Haven Montessori; Winter Haven, FL
- Summit Consulting Headquarters and Parking Garage; Lakeland, FL
- Bonnet Springs Park; Lakeland, FL
- Osceola County Sheriff's Health Center Office; Kissimmee, FL
- Austin Tindall Park; Kissimmee, FL
- Plant City Utilities & Solid Waste Facility; Plant City, FL
- United States Postal Service Design Standards; Nationwide
- Saddle Creek Warehouse; Auburndale, FL
- Saddle Creek Warehouse + Office Expansion; Auburndale, FL
- City of Wildwood Re-Roof; Wildwood, FL

ADDITIONAL EXPERIENCE
- NOAA Aircraft Operations Center Phase I; Lakeland, FL
- NOAA Aircraft Operations Center Phase II; Lakeland, FL
- Lakeland Fire Station No. 7/ARFF (Two Globe Rating)*; Lakeland, FL
- Alachua County Fire Station No. 80; Alachua, FL
- Austin-Tindall Regional Park Expansion; Kissimmee, FL
- Northeast Regional Park Baseball Complex; Davenport, FL
- World Equestrian Center Show Arena Complex; Ocala, FL
- World Equestrian Center RV Park Building; Ocala, FL
- Summit Consulting Headquarters + Parking Garage; Lakeland, FL
- Florida Department of Corrections Continuing Services; Statewide, FL
- Alachua County Fire Station No. 21; Alachua, FL
- Sanford Fire Station No. 40; Sanford, FL
- Sumter County Fire Logistics Operations Center; Sumter County, FL
- Hillsborough County Sheriff's Office Regional Canine Training Facility; Tampa, FL
- City of Lakeland Fire Training Facility; Lakeland, FL

**Green Globes Project*

THE LUNZ GROUP



MATT LUKENS

Lead Architectural Designer

Matt is responsible for overseeing the visualization department at The Lunz Group. Matt develops visual strategies for clients, helping them ascertain the scope, scale and context of their project. He combines his expertise as a data analyst and designer to produce vibrant visualizations that are both responsive and flexible to their realistic context. His multidisciplinary background in both fine art and architecture gives clients freedom to explore their project's boundaries while pinpointing the value of their investment.

EDUCATION

Bachelor of Fine Arts, University of South Florida

CREDENTIALS

Actively working toward AICP Certification

YEARS OF EXPERIENCE

21

YEARS WITH THE LUNZ GROUP

21

OFFICE LOCATION

Lakeland, FL

SELECT EXPERIENCE

- City of Winter Haven Master Plan; Winter Haven, FL
- Winter Haven Fire Station No. 3; Winter Haven, FL
- LEGOLAND® Florida Resort Master Plan Visualization; Winter Haven, FL
- The Mission Conceptual Design; Winter Haven, FL
- Haven Coffee Concept Prototype; Winter Haven, FL
- Peppa Pig Theme Park Florida; Winter Haven, FL
- Downtown Winter Haven Hotel Concept; Winter Haven, FL
- Lake Ariana Park; Auburndale, FL
- Bowling Green Downtown Conceptual Design; Bowling Green, FL
- Central Florida Development Council Innovation District; Bartow, FL
- Bonnet Springs Park Visualization; Lakeland, FL
- Bartow Agri-Civic Center Master Planning and Design; Bartow, FL
- Mulberry Government Conceptual Design; Mulberry, FL
- Durbin Park Community Center; Kissimmee, FL

ADDITIONAL EXPERIENCE

- Summit Consulting Headquarters and Parking Garage; Lakeland, FL
- Fort Meade Community Center Concept; Fort Meade, FL
- Plant City Tournament Management Facility; Plant City, FL
- LEGOLAND® California Master Planning; Carlsbad, CA
- Alpha/Omega Multifamily Study and Visualization; Wauchula, FL
- Aerospace Center for Excellence Master Plan; Lakeland, FL
- City of Plant City Midtown Master Plan; Plant City, FL
- Plant City Tournament Management Facility; Plant City, FL
- Lakeland CRA Catalyst Planning and Visualization; Lakeland, FL
- Heritage Plaza Parking Garage; Lakeland, FL
- Ridgecrest Development Visualization; Lakeland, FL
- Wauchula Hotel Study/Viability; Wauchula, FL
- Downtown Lafayette Master Plan; Lafeyette, GA
- Ledger Site Master Plan; Lakeland, FL
- JESA Technologies Study and Conceptual Plan; Lakeland, FL
- Lakeland Police PALS Complex; Lakeland, FL

THE LUNZ GROUP

CARTER|KAYE ENGINEERING

KRISS Y. KAYE, PE, Env SP

Recipient of the 2018 ACEC-FL Engineering Excellence Award



EDUCATION

MS, Environmental Engineering; University of Central Florida (1993)

BS, Environmental Engineering; University of Central Florida (1991)

MBA Studies Univ. Lincoln Nebraska

PROFESSIONAL REGISTRATIONS

PE - Professional Engineer: FL (50607, exp. 2-28-25)

CERTIFICATIONS/TRAINING

ENV SP - Envision Environmental Sustainability Professional (exp. 11/2022)

CFM - Certified Floodplain Manager, FL (#US0401320, exp. 1-31-25)

ICPR 4 Modeling Training, Streamlining Technologies, Inc. (2019-2022, no exp.)

FDOT Work Groups 3.1, 3.2, 10.1 (exp. 6-30-21)

BMPTRAINS Model Training, ERD (2017, no exp.)

Complete Streets for All-One Block at a Time (2016, no exp.)

Project Management, Pennoni (2015, no exp.); 1st Place Team Competition

Hazardous Communication, ERCS (2014, no exp.)

Stormwater Management Inspector, FL (#1983, no exp.)

EXPERIENCE SUMMARY

Mr. Kaye, Managing Partner at Carter and Kaye Engineering, LLC, has more than 25 years of experience as the lead civil/environmental professional engineer of record for hundreds of public and private land development infrastructure improvement projects and engineering studies throughout central Florida with project budgets totaling more than $350 million.

Mr. Kaye's facility experience includes: Government facilities (e.g. operations/offices, EMS, fire stations, libraries, town and city hall; elections facilities, transit facilities); shoreline restoration; baseball and multi-purpose fields; parks/recreation facilities; rain gardens; amphitheaters; concession buildings; tourism-sport complexes; banks; emergency operation centers; bike/pedestrian corridors/trails and plazas; automobile dealerships; churches; distribution facilities, FDOT LAP transportation improvements; financial institutions; hotels; independent/assisted leaving facilities; landfill facility closures; institutional and educational facilities (K-12 public schools & charter schools); manufacturing and industrial facilities; medical facilities (clinics\hospital building expansions); minor highway entrances, turn lanes and road widening; mixed-use commercial/shopping centers; national historic area improvements; outdoor café's; restaurants; retail facilities; single/multi-family multi-story residential developments; stormwater master planning; streetscaping/road corridor design; watershed/drainage studies and warehouse facilities.

Mr. Kaye's supporting infrastructure systems experience includes: master gravity sanitary sewer collection and transmission systems; master lift stations/force mains; potable water distribution systems; directional and jack & bores; artificial wetland and lake designs; decentralized wastewater treatment and low-pressure dosing drain fields; fire system designs; flood compensation/wetland mitigation systems; groundwater remediation systems; irrigation & landscape design; low impact strategies, BMPs techniques (sorption media, volume controls, bio-swales, nutrient controls); traffic control and detour systems; reclaimed water systems; master grading and drainage systems; stormwater retention/detention and pumping systems; watershed retrofits; subsurface exfiltration systems; storm sewers; and utility relocation designs.

Mr. Kaye's permitting experience includes: CDBG Grant/HMGP FEMA Grant Assistance; FEMA flood map amendments; NPDES Construction/MS4 permitting; OSTDS permitting; USFWS ecological mitigation/impact avoidance; DHR clearances; ACOE approvals; FDEP/Health Department permitting; landfill operating and closures; domestic wastewater treatment; potable line permitting; SWFWMD/SJRWMD/SFWMD/FDEP Environmental Resource Permitting (180+ ERPs); and FDOT Drainage/Driveway Connection Permits.

PROJECT EXPERIENCE

City of Winter Haven Fire Station No. 4 Engineer of Record – Retained under Whitehead Construction for the civil site engineering construction plans and permit applications for Fire Station No. 4 located along Fairfax Street NE and the PSC Access Road. The project scope consisted of the design and permitting 12,600+/- sq. ft. of building and apparatus bay. The project includes a second 4,000 sq. ft. building for the Parks' Division.

City of Winter Haven Fire Station No. 3 Neighborhood Pocket Park – Original EOR and Project Manager – Retained under Lunz to prepare the civil site engineering construction plans and permit applications for Fire Station No. 3 located along Eloise Loop Road and W. Lake Ruby

Mr Kaye has enabled private developers and municipalities to proceed with improvements, while protecting the state's waters, the environment, public safety, health and welfare.

CARTER|KAYE ENGINEERING

KRISS Y. KAYE, PE, Env SP

Recipient of the 2018 ASCE Project of the Year Award

Drive. The project scope consisted of the design and permitting 11,500+/- sq. ft. of building and apparatus bay. The project has a dog park with a parking area, walking path and a dog park with wash station. Mr. Kaye was also the Engineer of Record for a potable water line extension along Eloise Loop Road which was designed to boost the pressure in the area.

City of Winter Haven/McCree Design Builders - Main Fire Safety Complex No. 1 Winter Haven, FL Engineer of Record - Retained to work under a construction manager at risk arrangement with the City of Winter Haven and McCree Design Builders to prepare the civil site engineering construction plans, assist with the attainment of permits, and perform construction observation and certification services for the Winter Haven Fire Station No. 1 facility located at Avenue G and U.S. 17 South. The new 21,000 SF state-of-the-art facility is the City's first "green" structure as a Silver Level Leadership in Energy and Environmental Design (LEED) certified building. (LEED Silver Certified). This project scope consisted of designing and permitting for the construction of the Fire Station No. 1 facility, which included a new vehicle maintenance facility, fire administration building, and fire station apparatus bays. Other components of this facility include an interconnected walkway and courtyard, handicap accommodations and ADA accessibility features, sleeping quarters, and vehicle storage and wash-down facilities. This project was reviewed by the City of Winter Haven, Florida Department of Transportation, Florida Department of Environmental Protection, Southwest Florida Water Management District, and Polk County Health Department.

Polk County Facilities Management Division/Polk County Board of County Commissioners - Cottonwood Fire Station, Haines City/Davenport, FL Engineer of Record – Prepared the civil site engineering construction plans, assisted with the attainment of permits, and performed construction observation and certification services for the Cottonwood Fire Station to serve the Haines City/Davenport area of Florida. The project included an evaluation of the pre-development and post-development drainage condition to ensure no adverse impacts would occur to receiving waters from the proposed activities on the 3.41-acre site. In addition, this project included the design of an onsite lift station to pump sewage to an existing nearby force main existing sanitary sewer system. The project scope consisted of the design and permitting 7,500 sq. ft. of building and apparatus bay for 6 fire and 2 EMS vehicles offices and sleeping quarters to house 16 fire and EMS employees operating 24/7. The work included a new 1000 lineal ft long entrance drive, a rigid concrete pavement system, an onsite lift station to convey the wastewater from the site to the city of Haines City's wastewater treatment facility, a grading and drainage plan which retains the 100-yr 24-hour storm event, a dimensioned site plan, landscape plan, and the potable water and sanitary sewer plan. The project was reviewed by Polk County Development Services Division, Florida Department of Environmental Protection, Southwest Florida Water Management District, and Polk County Facilities Management. .

Polk County Facilities Management Division/Board of County Commissioners, Medulla Fire Station, Lakeland, FL (2009 – 2010) Engineer of Record - Retained to collaborate with a local architect and the Polk County Facilities Management Division to prepare the civil site engineering construction plans, assist with the attainment of permits, and perform construction observation and certification services for the Medulla Fire Station. This project included the design of an onsite gravity sanitary sewer system to discharge to an onsite septic treatment disposal system. The project scope consisted of the design and permitting for the construction of 6,380 sq. ft. office and apparatus building on approximately 18 acres. The facility was designed to operate 24/7 with eight onsite employees. The project was reviewed by Polk County Development Services Division, Florida Department of Environmental Protection, Southwest Florida Water Management District, and Polk County Facilities Management. This work also included an evaluation of a semi-detailed flood study and simulation of a 100-year 24-hour rainfall/runoff event to estimate the onsite flood elevation. This flood study required additional surveying of two areas to develop a digital terrain model for further evaluation of the site and ultimately to protect the improvements. This project also required the evaluation of an existing onsite sewage treatment and disposal system for adequate space to receive 2,100 gpd of wastewater from the proposed building.

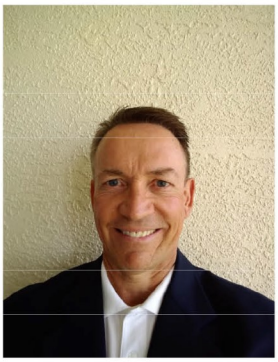
Solivita Fire/EMS Station, Poinciana, Polk County Board of County Commissioners - Engineer of Record retained to collaborate with a local architect and the Polk County Facilities Management Division to prepare the civil site engineering construction plans, assist with the attainment of permits, and perform construction observation and certification services for the Solivita Fire and EMS Station. This work also included an evaluation of an adjacent master stormwater plan for the Solivita/Avatar residential development to develop a joint-use stormwater management facility and produce a more efficient/reduced design. The project scope consisted of the design and permitting for the construction of 6,080 square feet of apparatus bay to house 6 fire and EMS vehicles and a 4,875-square foot building for office and housing on approximately 2.5 acres. The facility was designed to operate 24/7 with 16 onsite employees. The project was reviewed by Polk County Development Services Division, Florida Government Utility Authority, Florida Department of Environmental Protection, South Florida Water Management District, and Polk County Facilities Management.

Kaye | 2 of 2

Mr Kaye has enabled private developers and municipalities to proceed with improvements, while protecting the state's waters, the environment, public safety, health and welfare.

CARTER|KAYE ENGINEERING

Andy M. Sager, P.E., Project Manager



EDUCATION

BS, Civil Engineering; United States Coast Guard Academy (1983)

PROFESSIONAL REGISTRATIONS

PE - Professional Engineer: FL (54568, 1999 to present)

Underground Utility and Excavation Contractor (Florida CUC1224902) active

EXPERIENCE SUMMARY

Mr. Sager, **Project Manager** (2024 to Present). Construction Project Manager for Carter and Kaye Engineering, LLC. Oversees ongoing construction projects, including the Winter Haven Lake Elbert Trail, Recreation Cultural Facility, and Chain of Lakes Phase II.

Mr. Sager, **Senior Engineer** for Navy Facilities Engineering Command (2014-2020). At Naval Air Station Jacksonville, he was responsible for water and wastewater systems across all Navy bases in the southeast U.S. (from Tennessee to Guantanamo Bay, Cuba). He was promoted and transferred to Kings Bay Naval Submarine Base, Georgia, the largest submarine base on the East Coast, where he managed and operated all utility systems, including potable water, wastewater, electrical, chilled water, and high-pressure thermal systems. Co-managed a $250M/year contract for base operations. Retired as Commander from the U.S. Navy Reserves – Civil Engineering Corps in 2017.

Mr. Sager, **VP of Engineering** for UST Environmental Services, Inc., and Petroleum Compliance Solutions, Inc. (2009-2013). Led the design and permitting of underground fuel storage tank replacement projects. Served as the company's lead estimator and managed the demolition of a county wastewater treatment plant. Concurrently, served as a U.S. Navy Reserves officer, completing three years of active duty at MacDill AFB and in Afghanistan as a civil engineer. Lead inspector during the construction of the new $60M CENTCOM Headquarters building at MacDill AFB and oversaw the demolition of the existing structure.

Mr. Sager, **Senior Project Manager** for KH and Associates, Inc. (2006-2009). Rapidly expanded the client base, designing and permitting over 12 commercial and residential subdivisions in Polk County. During this time, he also served as a U.S. Navy Reserves officer and was deployed to Kuwait for one year, managing construction projects for the Public Works Division of the largest military base in the country.

Mr. Sager, **Senior Professional Engineer** for the Southwest Florida Water Management District **(**1999-2005). Reviewed over 200 Environmental Resource Permit (ERP) applications, construction plans, and drainage calculations. As the Senior Compliance Engineer, he collaborated with legal staff to resolve more than 50 complex surface water compliance cases. Concurrently, served in the U.S. Navy Reserves and deployed to Afghanistan, where he designed and managed the construction of over 20 military buildings and structures.

Mr. Sager, **Engineer** at Polk County Utilities, Bartow, Florida (1997-1999). Managed the maintenance and improvement of Polk County's water and wastewater systems, overseeing projects that enhanced the county's water distribution system.

Mr. Sager, **Engineer** at Southwest Florida Water Management District (1995-1997). Reviewed over 200 ERP applications, construction plans, and drainage calculations for projects in Polk, Hardee, and Highlands Counties. Developed skills in reviewing construction plans, reports, and calculations efficiently.

Mr. Sager, **Project Manager** at Point Engineering, Lakeland, Florida (1995). Designed and permitted various commercial and residential construction projects in Polk County.

Mr. Sager, **U.S. Coast Guard Officer** (1983-1994). Served on a 270-foot cutter, managed Atlantic fleet operations, led search and rescue efforts in Chesapeake Bay, and served as the Coast Guard Inspector General for the Pacific Coast.

TLC ENGINEERING SOLUTIONS

BRETT SANDS, PE, LEED AP

Principal | Electrical Engineer of Record



BACKGROUND

Brett has 37 years of experience in electrical engineering. He is well versed in the design of power distribution, emergency power generation, control systems, communications, interior and exterior lighting, sound systems, fire protection and lightning protection systems, security and alarm systems. Brett has extensive experience in engineering projects to achieve predefined energy budgets, often utilizing alternative energy sources, to include PV panels.

EXPERIENCE

Bonita Springs Utilities - Administration Building Expansion, Bonita Springs, Florida
A new 2-story, administration building for Bonita Springs Utilities. The facility includes the utility company's engineering department, human resources, GIS mapping, finance, training and other management departments. This building also houses the utility's central data server rooms. To support the critical spaces, a central uninterruptable power supply (UPS) system was designed to provide continuous power. Critical records areas were also designed to be protected by a FM200 gaseous fire suppression system. 19,000 square foot

Sarasota County Administration Facility, Sarasota, Florida
New County Administration Center includes general "Class-A" office space for various County departments, County Administrative and Commission offices, Commission Chambers and associated technologies, and staff support facilities, including fitness center, break room, meeting rooms, training rooms, etc. The facility will include a central energy plant and a full-building emergency generator. LEED Certified is the minimum required with a goal of incorporating elements to obtain the highest certification possible. $60 million / 120,000 sf

Sarasota County EMS Administration Facility, Sarasota, Florida
Training Facility located adjacent to the existing Sarasota County Emergency Operations Center. The facility will be hardened as an essential facility. The existing Sarasota County Historical Resources building will be demolished as part of the project and scope. The building will be LEED certified; target certification is Silver. $14 million / 25,000 sf

Sarasota County Services for Planning and Development Services One Stop, Sarasota, Florida
"Class-A" office space for Sarasota County's various Planning & Development Services (PDS) divisions and associated spaces, including public lobby and permitting services center, Development Review Committee meeting space(s), break room, meeting rooms, training rooms, etc., as a "One Stop Center" The facility integrates emerging technologies used in government, offices, and workspaces. The facility includes a whole-building emergency generator to prevent disruption to County Services. Additional services include LEED energy modeling and a Life Cycle Cost Analysis (LCCA). $17 million / 45,000 sf

EDUCATION

Pennsylvania State University
B.S., Architectural Engineering
1982

YEARS OF EXPERIENCE

TLC: 30 years
Prior: 12 years

REGISTRATIONS

PE FL 48477

CERTIFICATIONS

LEED AP, GBCI

PROFESSIONAL AFFILIATIONS

USGBC, Member

TLC ENGINEERING SOLUTIONS

JEFFREY J. STASH

Senior Associate | Senior Plumbing/Fire Protection



BACKGROUND

Jeff is a dynamic professional with extensive experience in project management and expertise in plumbing and fire protection systems. Adept at designing innovative solutions within predefined energy budgets, leveraging renewable energy sources, he is proficient in the International Building Code, Plumbing Code, Fire Prevention and NFPA (1-100). He is also skilled in utilizing AutoCAD-MEP and Revit to deliver solutions of the highest caliber.

EXPERIENCE

Bonita Springs Utilities - Administration Building Expansion, Bonita Springs, Florida
A new 2-story, administration building for Bonita Springs Utilities. The facility includes the utility company's engineering department, human resources, GIS mapping, finance, training and other management departments. This building also houses the utility's central data server rooms. To support the critical spaces, a central uninterruptable power supply (UPS) system was designed to provide continuous power. 19,000 sf

City of Punta Gorda City Hall Rehab, Punta Gorda, Florida
Rehabilitation and restoration of the historic City Hall, demolish and existing addition and construct a new modern addition. The new work includes adding office space, restroom facilities, conference room, and council chambers. The new addition must preserve the historic building's form/envelope, significant materials, and features, be compatible with the historic building's massing, size, scale, and architectural features, and be differentiated from the historical building to preserve its character. $6.5 million / new 4,400 sf / reno 5,000 sf / Pursuing LEED NC

Security Services Federal Credit Union Campus Operations Building, San Antonio, Texas
New campus with multiple buildings, including a central energy plant attached to a parking garage, amenities building, office tower and operations building. $90 million / 378,500 sf

Lee County Administration East Building Phase 2, Ft. Myers, Florida
Second phase of renovations to the Administration East Building. Replacement of electrical service entrance, replacement of fire pump and upgrade for fully sprinklered building upgrade of all public restrooms for ADA compliance. $4.5 million / 72,000 sf

Sarasota County Administration Facility, Sarasota, Florida
New County Administration Center includes general "Class-A" office space for various County departments, County Administrative and Commission offices, Commission Chambers and associated technologies, and staff support facilities, including fitness center, break room, meeting rooms, training rooms, etc. The facility will include a central energy plant and a full-building emergency generator. LEED Certified is the minimum required with a goal of incorporating elements to obtain the highest certification possible. $60 million / 120,000 sf

EDUCATION

Maryland Drafting Institute
Coursework, Mechanical Drafting
1994

Northern Virginia College
Coursework, Engineering
1990

YEARS OF EXPERIENCE

TLC: 21 years
Prior: 13 years

CERTIFICATIONS

LEED AP, GBCI

PROFESSIONAL AFFILIATIONS

American Rainwater Catchment Systems Association Accredited Professional, Member

American Society of Plumbing Engineers, Member

TLC ENGINEERING SOLUTIONS

LAWRIN ELLIS, PE, LEED AP

Principal-in-Charge | Mechanical Engineer of Record



BACKGROUND

Lawrin specializes in the engineering analysis and design of mechanical systems for multiple building types plus has over 15 years' experience in engineering acoustics. In addition to exceptional experience in traditional mechanical engineering tasks, he is recognized for his knowledge in energy and life-cycle cost analysis, energy code compliance, smoke control and evacuation systems, and air pressurization systems. He also has extensive experience in whole building energy simulation, sustainable design practices, and provides high-performance building consulting, and LEED Administration.

EXPERIENCE

Bonita Springs Utilities - Administration Building Expansion, Bonita Springs, Florida
A new 2-story, administration building for Bonita Springs Utilities. The facility includes the utility company's engineering department, human resources, GIS mapping, finance, training and other management departments. This building also houses the utility's central data server rooms. To support the critical spaces, a central uninterruptable power supply (UPS) system was designed to provide continuous power. Critical records areas were also designed to be protected by a FM200 gaseous fire suppression system. 19,000 square foot

Sarasota County Administration Facility, Sarasota, Florida
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Sarasota County Services for Planning and Development Services One Stop, Sarasota, Florida
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Sarasota County EMS Administration Facility, Sarasota, Florida
Training Facility located adjacent to the existing Sarasota County Emergency Operations Center. The facility will be hardened as an essential facility. The existing Sarasota County Historical Resources building will be demolished as part of the project and scope. The building will be LEED certified; target certification is Silver. $14 million / 25,000 sf

EDUCATION

University of Florida
M.S., Mechanical Engineering, focus in Environmental Acoustics
2003

University of South Florida
B.S., Mechanical Engineering
2001

YEARS OF EXPERIENCE

TLC: 19 years

Prior: 16 years

REGISTRATIONS

PE FL 66383

CERTIFICATIONS

LEED AP, GBCI

PROFESSIONAL AFFILIATIONS

ASHRAE, Member

Acoustical Society of America, Associate Member



BRUCE HALL, PLA, ASLA

Principal Landscape Architect

Bruce has over 35 years of experience with site design and landscape architecture. Areas of specialty include public safety facilities, active/passive recreation, multipurpose pedestrian/bicycle facilities, streetscape design, and residential/mixed-use community master planning and design.

EXPERIENCE
35 years

EDUCATION
Bachelor of Landscape Architecture
University of Florida, 1988

REGISTRATIONS
Registered Landscape Architect: FL #LA0001367

MEMBERSHIPS
American Society of Landscape Architects; Florida Recreation and Park Association

Winter Haven Recreation and Cultural Center, Winter Haven, FL
Bruce served as principal landscape architect for the renovation of the City's Recreational and Cultural Center. Design elements include hardscape, site furnishings, pool deck surfacing and grading, a playground, sports courts, rain garden, and landscape. The new 37,000SF facility will feature a 17,000 SF double multi-use gymnasium, a new zero-grade entry swimming pool, a splashpad, new playground, outdoor sport court, an upgraded fitness center, community meeting place, library/technology area, business support area, kitchen for catering, offices, restrooms, and additional storage.

Old School Square Cultural Arts Center Plaza, Delray Beach, FL
Bruce served as the project manager for the addition to the historic Old School Square, Delray Beach's cultural hub. The addition—a passive space which features a large event lawn panel, large walkways, and flexible spaces—was designed to accommodate large events and outdoor markets.

Orlando Health Corporate Office, Orlando, FL
Bruce served as principal landscape architect for Orlando Health's new five-story, 66,000-SF building on the hospital's Team Member Campus. The $18M building consolidates staff from multiple buildings on the hospital's main campus and features a continuity of design character with the garage and the Team Member Center. Additional features include streetscape, exterior break, dining courtyard beneath a mature oak tree, and site pedestrian, parking, and vehicular circulation and connectivity improvements.

Ocoee City Hall, Ocoee, FL
Bruce served as principal landscape architect for the site design of Ocoee's new City Hall, adjacent to the Lakefront Park. As phase two of the Lakefront Park campus, the City Hall project integrated the two-story building site and associated parking into the overall pedestrian and recreational environment of the park. Site design elements for this phase included an overhead trellis structure that serves to screen the parking area, an interactive water feature, a restroom building, a trailhead for the adjacent multi-purpose trail, and an outdoor event venue.

Pinellas Park City Center and Master Plan, Pinellas Park, FL
Bruce served as the principal designer for the City of Pinellas Park CRA's master planning of a new 55-acre city center, renovation of its 29-acre community park, and a complete street design for 78th Avenue which links the two projects. The new city center consolidates multiple government functions, including a new city hall and fire/police operations center; residential, retail/restaurant; and active/passive recreational facilities for the community, including an integrated trail system, skate park, and flexible play greens.

Nexus Center, Bunnell, FL
Bruce served as principal landscape architect for the master planning and design of the Flagler County Public Library System's Bunnell Branch Administrative Headquarters and Health Human Services Facility. The facility contains 23,000 SF of public library space; 5,000 SF of community/multi-purpose space; and 4,500 SF of health human services space.

Resume includes Bruce's individual experience.



TIM SALKA, PLA, ASLA

Senior Landscape Architect

Tim is an experienced design professional who brings an extensive work history, including master planned communities, parks and recreational facilities, streetscapes, a themed wildlife park and resort, casino and mixed-use projects, and a variety of hotels and resorts.

EXPERIENCE
24 years

EDUCATION
Bachelor of Landscape Architecture, Michigan State University, 2000

REGISTRATIONS
Registered Landscape Architect: FL #6666749

MEMBERSHIPS
LEED Accredited Professional

American Society of Landscape Architects

Winter Haven Recreation and Cultural Center, Winter Haven, FL
Tim served as senior landscape architect for the renovation of the City's Recreational and Cultural Center. Design elements include hardscape, site furnishings, pool deck surfacing and grading, a playground, sports courts, rain garden, and landscape. The new 37,000SF facility will feature a 17,000 SF double multi-use gymnasium, a new zero-grade entry swimming pool, a splashpad, new playground, outdoor sport court, an upgraded fitness center, community meeting place, library/technology area, business support area, kitchen for catering, offices, restrooms, and additional storage.

Lake Howard Nature Park, Winter Haven, FL
Tim served as senior landscape architect for the master planning of the 28-acre stormwater treatment nature park on Lake Howard's south shore. The project combines the existing site containing 1,000 feet of boardwalks on the 600-acre lake and over stormwater treatment basins, a walking path, interpretive exhibits, and a restroom building with newly acquired property. The additional land enabled the master plan to add a wetland marsh stormwater treatment basin to provide flexibility in the overall system through the use of additional settlements ponds and diverter structures. The plan also includes additional walking paths, improved public access parking areas, renovation of an existing building into an indoor/outdoor classroom, additional street network, traffic calming, a bat house, exercise stations, a lake maintenance dock for City staff, and improved boardwalks with picnic pavilions on Lake Howard's southern shore.

Lake Ariana Lakefront Park, Auburndale, FL
Tim served as senior landscape architect for construction document services for the renovation of the existing eight-acre park and community center. The updated park will include a new two-story, 20,000-SF civic center; event lawn; wedding/small event garden; new boat ramp and docks; picnic pavilion; waterfront concession/restroom building; canoe/kayak launch; shoreline restoration; and rain gardens.

University of Central Florida (UCF) College of Nursing, Orlando, FL
Tim served as senior landscape architect for UCF's new $43M (est.) College of Nursing adjacent to the existing UCF College of Medicine in Lake Nona, Orlando, Florida. The project involved site improvements, including the design of landscape planting and irrigation.

Bartow Library Reading Trail, Bartow, FL
Tim served as senior landscape architect for the Bartow Library Reading Trail is designed to provide families with young children a space to read stories in an outdoor setting, while incorporating physical activity. The reading trail provides a circuitous route where pages of books are displayed at intervals along the trail. Each station has a lockable encasement, allowing different books to be presented and changed periodically, creating new experiences throughout the year. In addition, the reading trail incorporates musical elements, seating opportunities, spaces for group activities and play structures for children, all within a beautiful lakeside context of the Bartow Library.

FSG | FULLONE STRUCTURAL GROUP, INC

2253 CENTRAL AVENUE, #105
ST. PETERSBURG, FL. 33713
PHONE: (727) 577-2222

Joseph P. Fullone, P.E., S.I., C.G.C. | President

Principal Structural Engineer

Joseph Fullone, founder of Fullone Structural Group, Inc., established the firm in 2008. He has extensive experience in both construction and structural engineering. He utilizes his knowledge and years of experience from the construction industry to provide clients with both structurally sound and economical designs.

Registration:
Professional Engineer – Florida – #67563
Special (Threshold) Inspector – Florida – #7026832
Certified General Contractor – Florida – CGC1513917
Professional Engineer – Alabama – #31856-E
Professional Engineer – Pennsylvania – #PE082040
Professional Engineer – Georgia – #PE038854
NCEES Records Holder – #37515

Education:
University of South Florida - Bachelor of Science in Civil & Environmental Engineering

Experience:
28 Years Experience in Construction & Structural Engineering – 16 years as President of Fullone Structural Group

Select Projects:	**Size**	**Location**
Mill Run Park – Fire Station	12,750sf	Kissimmee, FL
Eaton Park – Fire Rescue	11,760sf	Lakeland, FL
Moore Road – Fire Station	11,760sf	Lakeland, FL
Apopka – Fire Station #6	8,065sf	Apopka, FL
Masterpiece – Fire Station	11,760sf	Lake Wales, FL
Marion County – EMS Prototype	20,450sf	Ocala, FL
Watkins Road – Fire Rescue Station	11,760sf	Haines City, FL
Galloway – Fire Station	11,760sf	Lakeland, FL
Loughman – Fire Station	11,760sf	Davenport, FL
Nalcrest – Fire Station	11,760sf	Lake Wales, FL
Frostproof – Fire Station	11,760sf	Frostproof, FL
Winter Haven – Fire Station #3	11,620sf	Winter Haven, FL
Kathleen Road – Sleepy Hill Fire Station (Polk County Prototype)	11,760sf	Lakeland, FL
West Wildwood – Fire Station	8,142sf	Wildwood, FL
Mulberry Park – Fire Station	8,800sf	Mulberry, FL
Apopka – Fire Station #5	8,900sf	Apopka, FL
Marion Creek – Fire Station	8,500sf	Poincinia, FL
NOAA MRO Hangar – Lakeland Linder Airport – Cat. IV – Exp. D	110,000sf	Polk County, FL
Sumter County Sheriffs Impound Yard	6,000sf	Sumter County, FL
Sumter County 911 Call Dispatch Center – Reno	3,000sf	Sumter County, FL
Sumter County Sheriff's Heliport & Hangar	5,000sf	Sumter County, FL
Sumter County Fire Logistics	5,000sf	Sumter County, FL
City of St Pete Police Department – Training Facility	15,000sf	Pinellas County, FL
Tampa Police Department – Firing Range, Classrooms & Shoot House	70,000sf	Tampa, FL
Pinellas County Sherriff's – Firing Range, Classrooms & Shoot House	55,100sf	Pinellas, FL

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May 2, 2025

City of Winter Haven
Attn: Cedric H. Cox Sr.
451 Third Street NW
Winter Haven, FL 33881

Re: RFQ-24-38 Design Build Services for the redevelopment of Old Fire Station #1 (WC #7160)

Mr. Cox,

Whitehead Construction is pleased to provide this design phase proposal for the redevelopment of Old Fire Station #1. Our proposal is based on the following scope of work.

General Conditions

- Insurance & Bonds
- Project Management & Estimating
- Permit Allowance of $3,000.00

Schematic Design

- The scope includes:
  - Approximately 8,500 SF of Renovation
  - Approximately 1,750 SF of Courtyard with tables and seating
- A schematic design will be provided based on feedback from the mutually agreed upon program, schedule and budget for the project. The documents will include preliminary floor plans, elevations and sections along with selection of major systems and construction materials
- We anticipate commentary and are prepared for one round of changes based on feedback from the refined plan

Design Development Documents

- Upon approval of Schematic Design Documents, prepare Design Development Documents
- Design Development Documents shall illustrate and describe the development of the approved Schematic Documents and shall consist of drawings and other documents:
  - Plans, sections, one of the two schematic elevations, typical construction details, Diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, structural, mechanical, and electrical systems, and other appropriate elements
  - The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels
  - Develop the initial budget for the cost of the work while working towards the GMP

Phased Construction Documents

- Construction Documents (Issued for Owner Approval)
    - Based on approval of the Design Development Documents, prepare Construction Documents for the Owner's approval
    - The level of completion will be approximately 75% of the task
    - The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of material and systems and other requirements for the construction of work
- Construction Documents (Issued for Permit)
    - Based on approval of 75% Construction Documents, prepare 100% Construction Documents for "Issuance for Permit"
    - Documents shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the work
- Construction Documents (Issued for Construction)
    - Pending any review comments from the building department and inclusion of changes from the bidding process, develop and "Issued for Construction" plan set
    - Provide final costs and establish the final GMP

Topography and Surveying

- Topography and existing features' location within the Project Site. Provide spot elevations across the site to sufficiently define the surface conditions, including elevations of existing conditions/improvements, low spots, grade breaks, and one-foot (+/-) contours based on the NAVD88 vertical datum. Provide grade break lines (feature lines) and a surface drawing in CAD based on review of field conditions
- Locate, Depict, and Label All Existing and Aboveground Features and Improvements including, but is not limited to: EOP, driveways, sidewalks, parking striping and signage, valves, inlets, storm structures, outfalls, culverts, sanitary sewer cleanouts and manholes, and utility locate information. Provide inverted information of storm sewer, sanitary sewer lines, and structures.
- Depict Right-of-Way, Property Boundaries, and easements/encumbrances on the NAD83 horizontal datum
- Locate trees with diameters greater than 6 inches at DBH and identify the type of tree. In areas of dense multiple smaller trees and shrubs, illustrate the edge of the vegetation line and label the area
- Flood Area Delineation: Based on the topography and FIRM. 6. Provide three signed and sealed original hard copies of the survey and one digitally signed original. Provide a CAD file for the base drawing, which matches the signed and sealed survey

Geotechnical Exploration

- Mobilize to the site with drill rig and water trailer
- Install two (2) standard penetration tests (SPT) to 25 feet deep inside the proposed addition
- Determine the seasonal high-water table
- Abandon the boreholes with native soil or bentonite
- Conduct necessary laboratory testing for classification purposes up to 3 -200 washes, 1 Atterberg Limit, 1 Loss on Ignition
- Prepare a subsoil report with results of exploration

Site Design and Civil Engineering

- Site Boundaries
  - Project Site, located west of 3rd St NW, between Ave F NW and Ave E NW

- Task 1 – Schematic Design and Preliminary Engineering Services
  - Attend a schematic kick-off meeting with the Client and Owner to review the conceptual plan scope, details on current scope of improvements and other pertinent information needs
  - Following the kick-off meeting, the Owner, Client and design team will meet onsite after the project is designed to review the existing conditions and discuss tree removals, and other elements of the project
  - Review the signed and sealed survey (showing all pertinent title work elements, known utilities); and AutoCad drawing at the outset of the Project
  - Schedule, prepare exhibits, and attend a pre-application meeting with the City of Winter Haven to review the Project Site and to discuss the permitting requirements for this Project
  - Prepare one preliminary Site Plan which will be an advancement of the conceptual plan showing the proposed improvements and exhibits based on a signed and sealed Topographic and Boundary survey (provided in AutoCAD format, including all pertinent elements such as easements); and one LA-provided conceptual site plan (in AutoCad format) with ADA access accommodations, landscape and irrigation, etc. for the Project Site
  - Notify the County, City, and applicable utility providers (electric, gas, telephone) one time of the proposed construction and request locations, conflict information, comments, and detail on their existing utilities and service to the Site in attempt to avoid conflicts. Due to source information limitations, there is no assurance that all existing utilities will be accurately defined as to their depth and extent within the vicinity of the Project Site. Contractor is not responsible for information limitations, utility research, location, and capacity verification information costs for utilities owned by others. To improve on the uncertainty associated with subsurface utilities, you may choose to have some degree of subsurface utility excavation or ground penetrating radar performed. Contingencies for uncertainty in land development must be discussed with the Owner
  - Fire hydrant flow test allowance of $1,100.00

- Task 2 – Permitting and Agency Coordination Services
  - If deemed necessary, attend a pre-application meeting with the City of Winter Haven to review the Project Site and to discuss the permitting requirements for this Project
  - Prepare civil engineering design permitting plans, specifications, and application package to the City of Winter Haven for review
  - Attend a progress meeting with the Client and the City of Winter Haven to review the status of the civil engineering plans and discuss any changes or revisions requested. If deemed necessary, prepare schematic exhibits and attend one permit application meeting with the SWFWMD to review the Project Site and to discuss the stormwater management permit requirements for this Project
  - If deemed necessary, submit an FDEP General Permit application (DEP Form 62-555.900 (7) and design plans after a permit inquiry, if needed, to the City and Polk County Health Department (PCHD) for an onsite potable service line

  - If deemed necessary, prepare a Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System (DEP Form 62-604.300(8)(a)) and sanitary sewer gravity system service lines to be submitted to City/County and the FDEP for review

- Task 3 – Design Development and Final Engineering Services
  - Based on the pre-application meeting (s) with the City of Winter haven and SWFWMD, final geotechnical data, completed survey, utility owner's feedback, final LA architectural/MEP design information and City of Winter Haven's approval of the 30 percent plans, prepare design development (80 percent substantially complete) 22" x 34" engineering plans to include one Dimensioned Site Plan; Site Grading and Drainage Plan, Landscape and Irrigation Plan, Potable Water and Gravity Sanitary Sewer Service Plan (does not include dry utilities), and Details for the Project Site for the City of Winter Haven, SWFWMD, FDEP, and PCHD permit application submittals
  - After feedback from the agencies prepare 100 percent complete civil engineering 22" x 34" construction plans, to include a Dimensioned Site Plan, Grading and Drainage Plan, Utility Plan (does not include dry utilities) and technical specifications for the civil engineering improvements for the supporting infrastructure

Landscape Architectural Services

- Concept Design Phase
  - One side visit to understand the existing conditions and the opportunities and constraints
  - Utilizing available base data, develop a hand drawn conceptual site plan for the Project based upon the Client's Fire Station No. 1 Site and/or a supplemental building footprint provided by the Project architect and supplemental drawings provided for 3rd St NW planned improvements
  - Review the conceptual site plan with the Project design team. Based upon input received, develop an updated site plan for the Project which will be provided to the Project civil engineer and is understood, will become the basis of the construction documents
  - Review the CAD site plan developed by the civil engineer and provide recommendations for adjustments

- 50% Construction Documents Phase
  - Utilizing the CAD site plan provided, develop landscape plans for the site. The plan will indicate locations of trees and shrub massing. The design will also include a preliminary planting palette for Owner review and approval
  - Develop hardscape and site furnishings plans, to identify specialty paving materials, site furnishings and site furnishings schedule with supporting imagery
  - Address the Project signage to a design intent only. The fabricator shall be responsible for shop drawing submittals and permitting
  - Attend one (1) review meeting with the Client to review the 50% Construction Documents. Input received will be reflected in the 100% Construction Documents

- 100% Construction Documents Phase
  - Based upon the comments received during the 50% Design Phase, proceed with the 100% Construction Document Phase of the Project. Following completion of the

Construction Documents, minor changes can be incorporated into the documents, but any substantial changes will constitute additional services. It is understood that the construction documents are limited to the area identified in Exhibit C and that addressing other parking areas, walks or circulation elements outside that scope will be considered an additional service
    - Prepare 100% construction documents addressing Project landscape and irrigation indicating plant species, location, quantity, size, spacing and planting techniques for proposed plant material
    - Irrigation design will include location of controller, mainline, lateral lines, and sprinkler heads as well as installation details and specifications. Irrigation design will be prepared following approval of the 60% hardscape and landscape plans
    - Accent hardscape plans will indicate layout, details, finishes, materials, and specifications of the various elements. Sections will be included, when necessary, to identify design intent and clarify connections of the various components
    - Site Furnishing plans and details will reflect location, material specification, and details as appropriate
    - Signage design intent only drawings only, final design and engineering by fabricator
    - Participate in up to four conference calls during this phase of the Project

- Permitting Phase
    - Assist the civil engineer in the preparation of the submittal documents required for site plan review and approval by the City of Winter Haven
    - Anticipates up to two (2) rounds of comment responses. Should additional submittals be required, additional services may be requested

Total: $355,930.00
(Three Hundred, Fifty-five Thousand, Nine Hundred, Thirty Dollars and 00/100***)

Exclusions:

- Construction Administration Fees, Planning, Zoning, Variances, Water Storage/Booster pumps, MOT Plans, Easements, Dedications, Permit/Impact fees

Thank you for the opportunity to provide you with this proposal. If you have any questions, please feel free to contact our office at (863) 293-6473.

With Kind Regards,

Nathan Marshall

Nathan Marshall
Chief Project Estimator

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 03/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
453789-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Award		Org. Code:	55012020129
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000453002
Contract Number:	G3B00	Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:	N/A		
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Winter Haven, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Winter Haven Airport Master Plan Update, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)
   X Exhibit F: Contract Payment Requirements

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__ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. __ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $592,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $29,600 and, the Department's participation in the Project shall not exceed 5.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project**

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Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

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ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state fo distribution through any grant program. The term does not include funds used for the Medicaid program.

b. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

15. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the

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PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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16. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Winter Haven

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Nicole E. Mills, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

Don Conway, Senior Attorney (as to legality and form)

DS
DC

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Winter Haven Airport Master Plan Update

B. Project Location (limits, city, county, map): Winter Haven Regional Airport/Winter Haven, FL/Polk

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and data acquisition costs, and all labor and incidentals required to develop the project working papers, forecasts, draft and final master plan in accordance with FAA Advisory Circular (AC) 150/5070-6B, Airport Master Plans and the Florida Department of Transportation (FDOT) Guidebook for Airport Master Planning. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
453789-1-94-01	DPTO	088719	2025	740100	N/A	N/A	$29,600.00
453789-1-94-01	FAA	088719	2025	740100	N/A	N/A	$532,800.00
453789-1-94-01	LF	088719	2025	740100	N/A	N/A	$29,600.00
	Total Financial Assistance						$592,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$29,600.00	$29,600.00	$532,800.00	$592,000.00	5.00	5.00	90.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$29,600.00	$29,600.00	$532,800.00	$592,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jennifer Gaona, MPA

Department Grant Manager Name

DocuSigned by:
Jennifer Gaona
31A09B9DA9BD44D...

Signature

03/24/2025 | 10:04 AM EDT

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

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a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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To: Jennifer.Gaona@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3B00

3/21/2025

CONTRACT INFORMATION

Contract:	G3B00
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF WINTER HAVEN
Vendor ID:	F596000453027
Beginning Date of This Agreement:	03/20/2025
Ending Date of This Agreement:	12/31/2026
Contract Total/Budgetary Ceiling:	ct = $29,600.00
Description:	Master Plan Update

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 3/21/2025

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A1
Object Code:	740100
Amount:	$29,600.00
Financial Project:	45378919401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088719/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $29,600.00