WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, March 23, 2026, 6:00 p.m.

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

---

1. **CALL TO ORDER** - Brian Yates, Mayor

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

3. **INVOCATION** - Minister Abdul Al-khatib, First Missionary Baptist Church

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

5. **PRESENTATIONS**

5.A **"Child Abuse Prevention Month" Proclamation - Kadian Parchment, Prevention & Diversion Program Manager; Shawn Butler, Director of Community Relations; and Tyiesha Ghent, Community Engagement Specialist - Heartland for Children**

Staff Contact: *LaTonya Harris, CMC, FCRM, City Historian & Archivist | Deputy City Clerk, lharris@mywinterhaven.com*

Proclamation

5.B **"Water Conservation Month" Proclamation - Amanda Simat, Government Affairs Regional Manager - Southwest Florida Water Management District (SWFWMD) and Kassidy King, Customer Relations Specialist - Winter Haven Water**

Staff Contact: *LaTonya Harris, City Historian & Archivist | Deputy City Clerk , lharris@mywinterhaven.com*

Proclamation

5.C **"Child Gun Safety Education Month" Proclamation - Robert Dummett, Executive Director - In-Gauge of Polk County and Dr. Manuel Fonseca, Chairman - Child Gun Safety Education Campaign**

Staff Contact: *LaTonya Harris, CMC, FCRM, City Historian & Archivist | Deputy City Clerk , lharris@mywinterhaven.com*

Proclamation

5.D **"Former Mayor and Commissioner Ellie Threlkel" Resolution - Dr. Jim Threlkel and Family**

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

Resolution

6. DEVELOPMENTS OF NOTE

7. MINUTES

7.A **March 4, 2026, City Commission Agenda Review Session Minutes**

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

2026-03-04 DRAFT Agenda Review Session Minutes with Link and Attachments

7.B **March 9, 2026, Regular City Commission Meeting Minutes**

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

2026-03-09 DRAFT Regular City Commission Meeting Minutes with Link

8. COMMENTS FROM THE AUDIENCE

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

9.A **O-26-07 - Request by Antonio Araque to rezone a parcel from Industrial-Light (I-1) zoning district to Multi-family Residential - Low Density (R-3) zoning district.**

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

Summary - Ordinance O-26-07
O-26-07

9.B **O-26-11 - Amending Ordinance O-25-29; appropriating funds for the fiscal year ending September 30, 2026**

Staff Contact: *CJ Scott, Chief Financial Officer, cjscott@mywinterhaven.com*

Summary - Ordinance-O-26-11
O-26-11
Exhibit A

10. CONSENT AGENDA

10.A **Purchase of 70 sets of structural firefighting PPE (Bunker Gear)**

Staff Contact: *Drew Neubrand, Fire Chief, dneubrand@mywinterhaven.com*

Summary - Purchase of 70 sets of bunker gear
Bennet Fire Products Quote
2026 Bennet Fire Products Piggyback agreement

10.B **RFQ-26-13 - Approval of Agreement for Construction, Engineering, and Inspection (CEI) Services at the Bradco Managed Aquifer Recharge (MAR) Well**

Staff Contact: *Gary M. Hubbard, Water Department Director, ghubbard@mywinterhaven.com*

Summary - Approval of Agreement for CEI Services at the Bradco MAR Well
CEI Agreement - signed
Exhibit A - RFQ-25-13 CEI Services for Managed Aquifer Recharge Well at Bradco.pdf
Exhibit B - RFQ-26-13 Jones Edmunds
Exhibit C - MAR Well CEI Services Jones Edmunds

10.C **Emergency Generator Replacement for the 3rd Street Water Treatment Plant**

Staff Contact: *Gary M. Hubbard, Water Department Director, ghubbard@mywinterhaven.com*

Summary - Emergency Generator Replacement for the 3rd Street WTP
Ring Power, Quotation No 31627975-26 No Tank
Sourcewell Participation Agreement - Caterpillar Inc - Ring Power
Approved Sole Source Certificate for Ring Power Systems.
3rd St WTP Generator Replacement, Technical Memorandum

10.D **Fairfax Water Treatment Plant, High Service Pump Replacement**

Staff Contact: *Gary M. Hubbard, Water Department Director, ghubbard@mywinterhaven.com*

Summary - Fairfax Water Treatment Plant, High Service Pump Replacement
Barneys Pump, Inc Quote 1041475 - Fairfax WTP High Service Pump
Barney's Pumps-Sole Source Certificate

10.E **Wastewater Treatment Plant #2 Emergency Purchase Justification**

Staff Contact: *Gary M. Hubbard, Water Department Director, ghubbard@mywinterhaven.com*

Summary - Wastewater Treatment Plant #2 Emergency Purchase Justification
Emergency Purchase Justification - WWTP#2 Synagro
Synagro WWTP#3 Proposal-Mobile Centrifuge
Interoffice Memorandum -Wastewater Treatment Plants Emergency Justification

10.F **ITB-26-20 - 3rd Street NW Complete Street Project - Award of Contract to Tucker Paving Inc.**

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

Summary - ITB-26-20 - 3rd Street NW Complete Street Project - Award of Contract to Tucker Paving Inc.
ITB-26-20 Third Street NW Complete Street - Bid Tab Sheet
ITB-26-20 Third Street NW Complete Street - Recommendation of Award

10.G **Safe Streets for All (SS4A) Grant Agreement**

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

Summary - Safe Streets for All (SS4A) Grant Agreement with the Department of Transportation
US Department of Transportation SS4A Grant Agreement

10.H **CEI Services for Rail Spur Construction - Task order with Carter Kaye Engineering, LLC**

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

Summary - Rail Spur Construction CEI Services Task order - Carter Kaye Engineering LLC.docx
Carter Kaye Engineering - Task Order for Construction Administrative Services
Executed Department of Commerce (DOC) Grant Agreement - reference only.
Executed Cooperation Agreement with Tratt and CFA - reference only

10.I **Approving corrective documents regarding lands purchased from Astute Financial Corporation**

Staff Contact: *John Murphy, City Attorney, fjm@bosdun.com*

Summary - Corrective Documents for lands acquired from Astute Financial Corporation
Quit Claim Deed
First Amendment to Conservation Easement

11. RESOLUTION(S)

11.A **R-26-09 - Florida Department of Environmental Protection (FDEP), WRP16 Grant Award, A Sapphire Necklace Project**

Staff Contact: *Gary M. Hubbard, Water Department Director, ghubbard@mywinterhaven.com*

Summary - Resolution R-26-09 FDEP WRP16 Grant Award
Resolution R-26-09
Exhibit A to Resolution R-26-09 (FDEP WRP16 Grant Agreement)
East Winter Haven Aquifer Recharge and Wetland Restoration Concept

11.B **R-26-10 - Local Housing Assistance Plan (LHAP) 2026-2029**

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

Summary - Resolution R-26-10
Resolution R-26-10
Exhibit A - Resolution R-26-10
Winter Haven Sun Notice of Public Meeting

12. ORDINANCE(S) - FIRST READING

13. NEW BUSINESS

13.A **Memorandum of Understanding between the City of Winter Haven, Florida and Forestar (USA) Real Estate Group, Inc.**

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

Summary - Memorandum of Understanding - Forestar
Memorandum of Understanding - Forestar Impact Fee Credits

13.B **Establishment of a Fee Schedule and a Facility Rental Use Policy for the Winter Haven Recreation & Cultural Center**

Staff Contact: *Julie Adams, Parks, Recreation and Culture Director, jadams@mywinterhaven.com*

Summary - WHRCC Fee Schedule and Facility Rental Use Policy
WHRCC Rental Fee Schedule
Winter Haven Recreation Cultural Center Facility Rental Use Policy

14. CITY COMMISSIONERS/LIAISON REPORTS

15. CITY ATTORNEY REPORT

16. CITY MANAGER REPORT

17. DEPUTY CITY MANAGER REPORT

17.A **Quiet Zone Update**

Staff Contact: *M.J Carnevale, Deputy City Manager, mcarnevale@mywinterhaven.com*

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, Florida is committed to improving the lives of its residents and securing a better future for the citizens of this state and children who have adverse childhood experiences (ACEs) who are at a higher risk of short and long-term physical, psychological, and behavioral challenges that can impact the individual child and the greater community; and

WHEREAS, parents and caregivers who have resources and provide support are better equipped to give children safe and nurturing experiences; and

WHEREAS, children have better mental health and physical health and academic success when they are raised in a safe, stable, and nurturing environment; and

WHEREAS, the Florida Department of Children and Families (DCF) Secretary has a vision for holistic services by integrating systems and services; and

WHEREAS, the State of Florida has established *Hope Florida – A Pathway to Prosperity*, a personalized approach to helping families overcome barriers to self-sufficiency through community collaboration; and

WHEREAS, Floridians can call 850-300-HOPE to speak with a Care Navigator for support to develop a plan to achieve economic self-sufficiency, referrals to local partners, and help identifying goals and barriers in their lives; and

WHEREAS, during the month of April, Prevent Child Abuse Florida, in collaboration with the Governor's Office of Adoption and Child Protection, the Florida Department of Children and Families, and The Ounce of Prevention Fund of Florida, implements Pinwheels for Prevention, a statewide coordinated campaign to raise awareness of child abuse prevention efforts by teaching about healthy child development and positive parenting practices, and establishing Circle of Parents peer support groups; and

WHEREAS, *Child Abuse Prevention Month* provides everyone a chance to learn how they can play a role in preventing abuse and neglect including ACEs; and

WHEREAS, *Child Abuse Prevention Month* reminds Floridians of all ages that they can help children increase positive childhood experiences, which lead to happier, healthier childhoods.

NOW, THEREFORE, I, William Brian Yates, Mayor of the City of Winter Haven, Florida, do hereby extend my support to all observing April 2026, as

"Child Abuse Prevention Month"

in the City of Winter Haven, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 23rd day of March, 2026.



William Brian Yates, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, the State of Florida's Water Management Districts and the City of Winter Haven are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Winter Haven and the State of Florida has designated April, typically a dry month when water demands are most acute, *Water Conservation Month*, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Winter Haven has always encouraged and supported water conservation through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

WHEREAS, efficient irrigation design, programming, and maintenance can conserve water. The City of Winter Haven encourages citizens and businesses to evaluate their irrigation systems for potential efficiency enhancements.

NOW, THEREFORE, I, William Brian Yates, Mayor of the City of Winter Haven, Florida, do hereby proclaim April 2026, as

"Water Conservation Month"

in the City of Winter Haven, Florida and call upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water. For this, the 28th year of *Water Conservation Month*, there will be a special focus on irrigation system evaluations.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 23rd day of March, 2026.

William Brian Yates, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, there has been a dramatic increase in child involved unintentional shootings nationwide in the past 20 years; and

WHEREAS, in its 2023" Unintentional Firearm Injury Deaths Among Children and Adolescents Aged 0–17" report, the Centers for Disease Control and Prevention (CDC) determined child involved unintentional shootings to be a public health crisis; and

WHEREAS, the largest percentage of these deaths were among children aged 11–15 years; and

WHEREAS, the majority of victims were fatally injured at a house or apartment, including their own; and

WHEREAS, approximately two-thirds of shooters were playing with or showing a firearm to others when it discharged; and

WHEREAS, the CDC has determined "Unintentional firearm injury deaths of children are preventable"; and

WHEREAS, to it is important to promote child gun safety education and educate Florida's youth in gun safety practices and make Florida the nation's leader in reducing and eliminating unintentional firearm injuries and deaths of children leader.

NOW, THEREFORE, I, William Brian Yates, Mayor of the City of Winter Haven, Florida, do hereby recognize April, 2026, as

"Child Gun Safety Education Month"

in the City of Winter Haven.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 23rd day of March, 2026.

William Brian Yates, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Resolution

Eleanor "Ellie" Threlkel
1937-2026
Former Mayor and City Commissioner

WHEREAS, Eleanor "Ellie" Threlkel was born in Kohala, Hawaii on June 30, 1937, to Andrew and Gertrude Walker. She attended and graduated from Annie Wright School in Tacoma, Washington in 1955, and attended and graduated from Vanderbilt University in Nashville, Tennessee in 1960. It was there that she met and married her husband, Dr. Jim Threlkel; and

WHEREAS, after Dr. Threlkel completed his medical training and residency, Dr. & Mrs. Threlkel ventured to Winter Haven, Florida where he began practice at the Gessler Clinic. Ellie established her mark in Winter Haven where she became involved in a variety of organizations and was a full-time mother to their three girls; and

WHEREAS, Ellie was committed to serving the Winter Haven community she loved. In 1988, she was elected to serve as a City Commissioner, re-elected in 1992 and served until 1996. In 1991, 1992, and 1993 Ellie was chosen by her fellow City Commissioners to serve as Mayor, which she did until 1994. She also served as Mayor Pro Tem in 1989. During her time in office Ellie engaged in many community projects, one of the most impactful being, in 1992, helping secure the Cleveland Indians for Spring Training at the Chain O' Lakes Stadium. She was a member of the City's Planning Commission, the Ridge League of Cities Board, and appointed to the state's Juvenile Justice Commission. Ellie was the first elected official to receive the Ridge League of Cities Nettie Draughon Award in 1996 for her 8 years of service to the League. She served on the Police and Fire Department Pension Boards; and

WHEREAS, Ellie was a member of the Garden Club of Winter Haven, having served as President and a member of distinction, a charter member of the Junior League of Greater Winter Haven and served as a committee chairperson and ruling Elder at First Presbyterian Church of Winter Haven. Ellie served on the Boards of Good Shepherd Hospice, Florida Presbyterian Homes, and Heartland Crime Stoppers. She was also awarded the Banker's Cup *Woman of the Year* in 1984, the Girls Inc. of Winter Haven's Julie Pope *She Knows Where She's Going Award* in 1997, and the *Community Service Award* by the Junior League of Greater Winter Haven in 2007; and

WHEREAS, Ellie will always be known for championing the City of Winter Haven and its employees; her ability to make people feel appreciated, her love of sports, and her HATS; and

WHEREAS, Ellie, 88, passed away peacefully at home on February 14, 2026 and is survived by Dr. Jim Threlkel, her husband of 65 years; daughters Kit Threlkel and Peggy Threlkel; grandson Kasey Ray; son-in-love Andy Ray and his wife Sherie; and sister-in-love Mimi Threlkel. She was pre-deceased by her adored daughter Libby T. Ray.

NOW, THEREFORE BE IT RESOLVED, that on behalf of the City of Winter Haven, the Winter Haven City Commission extends deepest condolences to the family of Eleanor "Ellie" Threlkel and with heartfelt thanks for sharing her with the Winter Haven community. May these words of comfort be kept with the Threlkel & Ray families and we recommend a copy of this Resolution be kept in the official records of the City of Winter Haven.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Winter Haven, Florida, to be affixed this 23rd day of March, 2026.

William Brian Yates, Mayor

Tracy Mercer, Mayor Pro Tem

Nathaniel J. Birdsong, Jr., City Commissioner

Clifton E. Dollison, City Commissioner

Chad Davis, City Commissioner

Attest:
Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, March 4, 2026, 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:a44b8589-29f4-4cb1-908a-4c28fda6549c
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. CALL TO ORDER - Mayor Yates called the agenda review session meeting to order at 5:30 p.m.

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

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

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 of Public Safety Charlie Bird; Economic Opportunity and Community Investment Director Eric Labbe; Parks, Recreation and Culture Director Julie Adams; 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. "Irish American Heritage Month" Proclamation - Greg Sean Canning, National Deputy Secretary & Florida State Secretary - The Ancient Order of Hibernians

There were no questions or discussion.

B. "Red Cross Month" Proclamation - Tina Sweeten, Executive Director - American Red Cross of Mid-Florida -South Florida Region

There were no questions or discussion.

C. "Donate Life Month" Proclamation - LifeLink Foundation, Inc.

There were no questions or discussion.

D. Spring Lake Apartments - Eric Labbe, Economic Opportunity & Community Investment Director

City Manager Stavres said that staff was still putting the finishing touches on this item.

E. ***AGENDA REVIEW ONLY*Strategic Plan Presentation: Economic Sustainability**

DRAFT

City Manager Stavres introduced the monthly strategic pillar update on Economic Sustainability. He noted the importance of tourism to Winter Haven's economy and the City's partnership with Polk County Tourism and Sports Marketing. He introduced Mark Jackson, Visit Central Florida and Visit Central Florida Sports Director, and Marc Zimmerman, Visit Central Florida Senior Economic Development Manager.

Mr. Jackson gave a PowerPoint presentation *(see attached/link)* and explained the slides in more detail. He said Polk County Tourism and Sports Marketing worked through the Tourist Development Council (TDC) to develop tourism assets, recruit events, and increase visitor spending.

Mr. Zimmerman highlighted investments in tourism facilities, including the AdventHealth Fieldhouse [and Conference Center] and the Chain of Lakes baseball complex, as well as, new hotel development and tourism research showing most visitors came from within Florida for vacations, attractions, and sporting events. He noted that Winter Haven hosted about 90 sports events annually, generating roughly $50 million in economic impact.

Mr. Jackson discussed the impact of LEGOLAND Florida on local tourism and Winter Haven's designation as the Water Ski Capital of the World, noting partnerships supporting events and competitions.

Mr. Zimmerman also reported that Polk County Tourism invested about $405,000 annually in arts, culture, and heritage programming at The Ritz Theatre and Theatre Winter Haven. Mark Jackson reported that tourism generated approximately $4.5 billion in economic impact, attracted 5.5 million visitors annually, and supported 32,000 jobs in Polk County.

Mayor Yates asked about potential legislative threats to Tourist Development Councils. Mark Jackson responded that similar legislation from the prior year had not reappeared during the current session.

City Manager Stavres emphasized the importance of educating the public on tourism's economic impact, noting that tourism data and facilities such as the Fieldhouse help attract hotel development and private investment. He explained that tourism development tax revenues allowed Polk County Tourism and Sports Marketing to recruit events, market the destination, and offset event costs so Polk County remained competitive with other locations. He also highlighted the City's strong partnership with the organization, and noted significant investments in facilities at Chain of Lakes Park and continued collaboration to recruit events and support local arts and cultural venues.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

A. February 9, 2026, Regular City Commission Meeting Minutes

B. February 18, 2026, City Commission Agenda Review Session Minutes

C. February 23, 2026, Regular City Commission Meeting Minutes

There were no questions or discussion.

8. COMMENTS FROM THE AUDIENCE - None

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

A. O-26-09 - Amending Ordinance O-25-29; appropriating funds for the fiscal year ending September 30, 2026, for purchase orders

City Manager Stavres said there had been no changes since first reading.

There were no questions or discussion.

10. CONSENT AGENDA

A. Library Board Reappointments

Parks, Recreation and Culture Director Adams gave an overview of this item.

City Manager Stavres recognized Karen White for her long-term service on the Library [Advisory] Board and active involvement with Friends of the Library. He noted her leadership in writing a book about the history of the Friends

and the new library. He also acknowledged her significant contributions to library initiatives and community engagement.

There were no questions or discussion.

B. Authorization for Travel and Training - Florida Black Caucus of Local Elected Officials (FBC- LEO) 2026 Annual Conference (Birdsong & Dollison)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

C. Authorization for Travel & Training - 2026 Federal Legislative Advocacy Trip, Washington, DC (Yates, Mercer, Birdsong, Davis, Dollison, Stavres, Carnevale & Hill)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

D. Authorization for Travel & Training - Florida League of Cities (FLC) 2026 Federal Action Strike Team (FAST) Fly-In (Yates)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

E. Purchase of six 2026 Autocar ACX64 with 31-yard New Way Sidewinder Refuse Body for Residential Solid Waste Collection

Public Works Director Hart gave an overview of this item.

City Manager Stavres further noted that essential equipment like garbage vehicles required long lead times and was critical for life, health, and safety. He commended staff for identifying a fiscally responsible approach that saved money without additional impact and emphasized that these vehicles were already funded through the capital replacement program, putting the City in a strong position.

Mayor Yates asked if the new trucks would be for solid waste only or universal, if they would be added to the existing rotation or replace old ones, and if any money would be recouped. Director Hart clarified they were universal for both solid waste and recycling, they would replace six 2020 trucks leaving the fleet, and some costs would be recovered through auction or potential sales to other agencies, though not the full purchase price.

Commissioner Dollison asked about the life cycle of the new vehicles. Director Hart explained they were funded for seven years and noted solid waste vehicles typically lasted 5–7 years, with some reaching up to 10 years depending on mileage. She also confirmed they planned to replace them at the seven-year mark.

11. RESOLUTION(S)

A. R-26-06 - City Commission support of the FDOT Transportation Alternatives application for the North Lake Maude Sidewalk and Pedestrian Improvements project

B. R-26-07 - City Commission support of the FDOT Transportation Alternatives application for the Fifth Street, NE Sidewalk and Pedestrian Improvements project

C. R-26-08 - City Commission support of the FDOT Transportation Alternatives application for the Fifth Street, SE Sidewalk and Pedestrian Improvements project

City Manager Stavres prefaced items 11A, 11B, and 11C by introducing the Local Agency Program (LAP) projects. He explained that the pursuit of the grant funding originated with the Economic Opportunity and Community Investment Department and noted that once secured, project oversight was transferred to the appropriate department, such as Public Works. He added that the three LAP projects were summarized in one fact sheet but there were three separate resolutions.

Economic Opportunity and Community Investment Director Labbe gave an overview of this item.

Mayor Yates asked whether the City had previously completed a sidewalk inventory and whether staff continued identifying and addressing sidewalk gaps. Director Hart confirmed that the City had conducted a sidewalk inventory and stated that staff had been focusing on filling gaps where sufficient right-of-way existed. She added that programs like LAP were also used to identify and pursue projects in areas lacking sidewalks. Mayor Yates requested an update of the work completed based upon the inventory of sidewalks to be placed on a future agenda.

Deputy City Manager Carnevale added that Fifth Street Southeast was included as a project the City was pursuing funding for because it had been identified as a high-priority area in the sidewalk inventory. He noted that the corridor involved several complexities, making it a project that would benefit from outside funding.

Commissioner Birdsong asked whether the projects would be presented to the Polk Transportation Planning Organization (TPO) for potential funding rather than already being funded. He also noted significant sidewalk gaps north of MLK toward Avenue Y, where pedestrians were often forced to walk in the roadway. Commissioner Birdsong acknowledged that these roads were not all within City limits, and asked if anything could be done for them. Director Hart confirmed that staff had been coordinating with Polk County regarding those areas and explained that limited right-of-way on the north side of MLK created challenges, though staff continued working to identify solutions.

Mayor Yates asked if the project stopped at Avenue F or continued north and whether it reached Denison Stadium. City Manager Stavres and Director Hart explained that some sidewalks existed north of Avenue F but gaps remained, and this project would complete that connection. Additional projects in the area, including Avenue C and Avenue O, were planned for future years to improve sidewalk access to Winter Haven High School and Denison Stadium.

12. ORDINANCE(S) - FIRST READING

A. O-26-07 - Request by Antonio Araque to rezone a parcel from Industrial-Light (I-1) zoning district to Multi-family Residential - Low Density (R-3) zoning district

Economic Opportunity and Community Investment Director Labbe gave an overview of this item.

City Manager Stavres explained that the project area was on the east side of Lake Shipp, near the old Central Florida Gas site, mostly surrounded by residential zoning.

Mayor Yates asked if it was within the Downtown CRA. Stavres said yes. This made it eligible for grants if the property owners chose to apply.

B. O-26-11 - Amending Ordinance O-25-29; appropriating funds for the fiscal year ending September 30, 2026

Chief Financial Officer Scott gave an overview of this item.

Commissioner Birdsong asked where the $1.8 million went from a budgeting standpoint. Chief Financial Officer Scott explained that after a P.O. roll forward and budget amendment, the City was correcting an overestimation, bringing the budget back to its original level and reducing the previously assumed spending. Discussion ensued.

13. NEW BUSINESS

A. 2026-2027 CDBG Allocation Funding Support and Public Comment for R.H. Malcom Park

Economic Opportunity and Community Investment Director Labbe gave an overview of this item.

Commissioner Birdsong commented on the low usage of the park.

Mayor Yates noted that there is a lot close by this area that is cleared, shovel-ready and ideal for an affordable housing project and asked if there had been any progress on that site. Director Labbe explained that the housing project is approved for the CRA's Housing Investment Program (HIP), and that the developer has put in the infrastructure, but no further progress has been made towards construction at this time. Discussion ensued regarding follow up. Mayor Yates emphasized the location's potential for families in need, suggested using the City's Affordable Housing Trust Fund, and encouraged partnerships to move a project forward on that site.

Mayor Pro Tem Mercer asked if some houses that had been torn down on the lot near the cemetery and whether that was a forced action. Director Labbe confirmed that the developer had purchased and demolished two or three units on the site where infrastructure had been installed. Discussion ensued.

14. CITY COMMISSIONERS/LIAISON REPORTS – None

15. CITY ATTORNEY REPORT – None

16. CITY MANAGER REPORT

A. Federal Legislative FY27 Community Project Funding Request

City Manager Stavres reported that the City planned a trip to Washington, D.C., in May, 2026 to meet with the Federal Aviation Administration (FAA), congressional members, and other agencies. He noted that the deadline for Congressman Franklin's community appropriation program was approaching, and he and Deputy City Manager Carnevale coordinated with Ballard Partners to identify projects likely to receive support. He explained this in more detail.

Deputy City Manager Carnevale added that Congressman Franklin's office requested submissions by Friday, March 6, 2026. The City planned to submit two projects and request federal funding for a full rehabilitation of North Lake Shipp Drive and a new construction of Willowbrook Road. He also distributed copies of the draft formal letters of support *(see attached)* to the Commission as part of the application process and planned to seek additional support from community partners, including the Polk County School Board, Greater Winter Haven Chamber of Commerce, and the Winter Haven Economic Development Council (WHEDC).

Mayor Yates emphasized that the projects are regional corridors, not just local roads. Deputy City Manager Carnevale confirmed this and noted that North Lake Shipp Drive functioned as a regional roadway and that Willowbrook Road was a new road that would relieve capacity on State Road 544.

Mayor Yates asked whether there was traffic data for Willowbrook Road like there was for North Lake Shipp Drive. Deputy City Manager Carnevale explained there was not because it did not exist yet, so no usage data could be gathered. He noted that while traffic could be estimated for Lucerne Parkway and Martin Luther King, Jr. Way (MLK), it would be difficult to determine exactly what traffic would divert from those roads. Discussion ensued.

Commissioner Birdsong asked if they were only pursuing funding through Congressman Franklin. City Manager Stavres confirmed that these projects fell within Franklin's district and explained that past efforts with the Senate and other representatives, like Senator [Rick] Scott and Senator [Marco] Rubio, had mostly been informational rather than formal applications. Deputy City Manager Carnevale added that Senator Scott had not traditionally supported individual projects, and meeting with Senator [Ashley] Moody would be an opportunity to brief her on their efforts.

Mayor Yates asked if Ballard Partners had recommended the approach. City Manager Stavres explained they focused on fully funding a few key projects with broad benefits rather than spreading resources thin. He added that the Commission would receive copies of the applications, white papers, and any state budget allocations for Willowbrook Road.

❖

Mayor Yates asked whether new Downtown and Florence Villa Community Redevelopment Agency (CRA) grants would come to the Commission. City Manager Stavres and Director Labbe explained that CRA approvals stayed within the CRA, with the City Commission only seeing budgetary items or developer reimbursement agreements. Once the CRA approved a resolution, grant or incentive applications could proceed.

❖

Commissioner Davis suggested holding a moment of silence at the start of the meeting to honor the fallen Captain Cody Khork and noted he had received messages from across the state and country. Mayor Yates concurred.

City Manager Stavres and City Clerk Castillo gave an update on the procedural items provided to the Governor's Office for the flag at half-staff request and said they were waiting on a funeral date / obituary. Discussion ensued regarding calls received by the Commission, that only the President and Governor could authorize the lowering of government flags, and who was responsible for the memorial service.

City Manager Stavres emphasized that the family's wishes take priority and noted that Florida Southern College was coordinating a tribute and that municipal support will follow as appropriate. He welcomed Commissioner Davis's suggestion for a moment of silence while awaiting further guidance from the family and state.

Commissioner Birdsong recalled previous support for fallen service members, such as welcoming a soldier at the airport. City Manager Stavres expressed that the family's needs were the top priority.

Mayor Yates emphasized that the entire Commission stood ready to serve. Discussion ensued.

There was consensus of the Commission to do a moment of silence for Captain Khork during the Invocation segment of the March 9, 2026, Regular City Commission Meeting.

❖

City Manager Stavres reported that Deldrick Leonard, who served on the Florence Villa Community Redevelopment Agency (CRA) Advisory Committee, had also passed away tragically. Commissioner Dollison reported that his funeral would be held next Saturday (March 9, 2026) at First Missionary Baptist Church and shared personal insights on Rev. Leonard's achievements. City Manager Stavres said that all of the details would be provided to the Commission.

❖

Mayor Pro Tem Mercer reported she had attended the funeral of former utilities employee Garland Walling. City Manager Stavres said he had retired from the City as a Superintendent of Water.

17. DEPUTY CITY MANAGER REPORT – None

18. CITY CLERK REPORT – None

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 6:56 p.m.

ATTEST:

_____
Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

_____
William Brian Yates
Mayor

City of Winter Haven
City Commission

The Honorable Scott Franklin
2301 Rayburn HOB
Washington, DC 20515

MARCH 4, 2026

SUBJECT: North Lake Shipp Drive

Dear Congressman Franklin,

On behalf of the Winter Haven City Commission, we extend our sincere appreciation for your prior support of the North Lake Shipp Drive Improvements project, which resulted in a $2 million Community Project Funding appropriation. Your leadership has been instrumental in advancing this critical infrastructure investment, and we respectfully request your continued partnership through an additional $4 million in Fiscal Year 2027 Community Project Funding.

North Lake Shipp Drive is one of Winter Haven's most important regional corridors. Recognized by the Polk Transportation Planning Organization as a primary corridor, the roadway carries more than 6,000 vehicles per day and functions as a key connector between major arterials including Recker Highway, Winter Lake Road, US 17, and Cypress Gardens Boulevard. It serves commuters traveling into and through Winter Haven and operates as an important emergency bypass route during incidents or congestion on surrounding thoroughfares.

Despite its importance, the corridor's infrastructure has aged beyond its useful life. The pavement condition scores only 40 out of 100. Decades of resurfacing have buried curbs and compromised drainage capacity, contributing to roadway flooding during heavy rainfall events and creating hazardous travel conditions. Beneath the roadway, aging water and gravity sewer systems lack sufficient capacity and experience significant infiltration and inflow. The corridor currently lacks sidewalks or multimodal facilities, leaving pedestrians without safe routes of travel.

The proposed $12 million modernization project will comprehensively reconstruct approximately 3,100 linear feet of roadway. Improvements will include resurfacing and realignment; installation of sidewalks and a separated multi-use path; upgraded lighting; green stormwater infrastructure to improve drainage and water quality; full replacement and upsizing of the gravity sewer system; and replacement of aging water mains. These improvements will enhance safety, strengthen utility reliability, protect the integrity of Lake Shipp, which is subject to an adopted Total Maximum Daily Load, and ensure the corridor can serve a growing population.

This project meets HUD's National Objective for Low and Moderate Income benefit, with 51 percent of the benefit area qualifying, and Polk County is designated as a HUD Most Impacted or Distressed county. Importantly, the City is demonstrating strong local commitment. With project design fully funded and underway using local dollars, the project will be shovel ready when FY27 funds become available. The City is prepared to contribute approximately $6 million from a blended revenue stream, leveraging federal investment with a 50 percent local match.

Your prior support has positioned this project for success. Completing the final funding gap will allow Winter Haven to modernize a critical regional corridor, improve safety and resiliency, and protect vital community assets for decades to come.

We respectfully request your continued leadership and support for the North Lake Shipp Drive Improvements project in Fiscal Year 2027.

Thank you for your continued partnership and for your steadfast advocacy on behalf of Winter Haven and the communities you represent.

Sincerely,

Brian Yates
Mayor, City of Winter Haven

cc:
L. Tracy Mercer, Mayor Pro Tem
Nathaniel J. Birdsong, Jr., City Commissioner
Chad Davis, City Commissioner
Clifton E. Dollison, City Commissioner
T. Michael Stavres, ICMA-CM, City Manager
M.J. Carnevale, Deputy City Manager

City of Winter Haven
City Commission

The Honorable Scott Franklin
2301 Rayburn HOB
Washington, DC 20515

MARCH 4, 2026

SUBJECT: Willowbrook Rd.

Dear Congressman Franklin,

On behalf of the Winter Haven City Commission, we want to sincerely thank you for your leadership in securing $3 million in federal funding last year for the Willowbrook Road project. Your support has been instrumental in advancing this critical infrastructure investment, and we respectfully request your continued partnership through an additional $3 million in Fiscal Year 2027 Community Project Funding to complete the federal commitment.

Willowbrook Road is a vital north-south corridor in Winter Haven, providing essential connectivity where no viable alternative routes exist. The roadway links residential, commercial, and industrial areas while improving access to schools and supporting freight and commuter traffic. Completion of this project will relieve congestion on SR 544, enhance emergency and school bus routes, and strengthen regional mobility across Polk County.

The project's total cost is approximately $12 million. The City has already secured the necessary right-of-way and is actively advancing design funding through the state legislature. Federal funding, combined with a strong local match of approximately $6 million from blended revenue sources, will allow the City to complement construction funded by last year's appropriation and fully realize the corridor's benefits.

In addition to improving transportation efficiency, Willowbrook Road will foster economic development by expanding access to the City's northern industrial area and supporting businesses throughout Winter Haven. The project is recognized in the Polk Transportation Planning Organization's Long-Range Transportation Plan, the City's Comprehensive Plan, and the City's draft Transportation Master Plan—underscoring its importance to regional growth, mobility, and economic competitiveness.

We greatly appreciate your continued advocacy for projects that strengthen our economy, improve safety, and enhance mobility for Winter Haven residents. Federal support for Willowbrook Road will ensure that this critical network addition is completed efficiently, creating long-term benefits for the community and the region.

Sincerely,

Brian Yates
Mayor, City of Winter Haven

cc:
L. Tracy Mercer, Mayor Pro Tem
Nathaniel J. Birdsong, Jr., City Commissioner
Chad Davis, City Commissioner
Clifton E. Dollison, City Commissioner
T. Michael Stavres, ICMA-CM, City Manager
M.J. Carnevale, Deputy City Manager

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, March 9, 2026, 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:VA6C2:3b978dd4-09ef-4e92-80f8-50053161c60a
A hard copy of the PowerPoint will be attached to the original signed minutes.

DRAFT

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

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

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

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; Parks, Recreation and Culture Director Julie Adams; Chief Financial Officer Colleen "C.J." Scott; Public Works Director Brittany Hart; Safe Neighborhoods Director Tanya Ayers; Police Chief Vance Monroe; and Fire Chief Drew Neubrand.

❖

Mayor Yates requested a moment of silence in honor of U.S. Army Reserve fallen soldier Captain Cody Khork, all members of the United States Armed Forces and active-duty personnel, former Florence Villa Community Redevelopment Agency Advisory Committee member Reverend Deldrick Leonard, and former Mayor and Commissioner Ellie Threlkel.

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

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

5. PRESENTATION(S)

A. "Irish American Heritage Month" Proclamation - Greg Sean Canning, National Deputy Secretary & Florida State Secretary - The Ancient Order of Hibernians

City Manager Stavres read aloud a proclamation declaring March 2026 as "Irish American Heritage Month" in the City of Winter Haven. Greg Sean Canning received it and thanked the Commission. He also noted the many contributions of Irish Americans across many fields and shared a few historical insights including an early celebration in St. Augustine and background on St. Patrick's origins.

B. "Red Cross Month" Proclamation - Tina Sweeten, Executive Director - American Red Cross of Mid-Florida -South Florida Region

Deputy City Manager Carnevale read aloud a proclamation declaring March 2026 as "Red Cross Month in the City of Winter Haven. Tina Sweeten received it, along with board member Kim Burr and Fire Chief Drew Neubrand, and thanked the Commission. She noted the fires that occurred in Winter Haven and emphasized the critical role of volunteers, shared how the Red Cross would support the family of Captain Khork in more detail, noted an upcoming museum opening, and encouraged support of the local businesses contributing to Red Cross efforts.

C. "Donate Life Month" Proclamation - Sherri Day, Public Affairs Manager - LifeLink Foundation, Inc.

City Manager Stavres read aloud a proclamation declaring April 2026 as "Donate Life Month" in the City of Winter Haven. Sherry Day received it and thanked the Commission. She highlighted the significant need and gave statistics and emphasized that one donor could save up to eight lives and many more through tissue donation.

D. Spring Lake Apartments - Eric Labbe, Economic Opportunity & Community Investment Director

City Manager Stavres introduced this item, said it was discussed at the March 4, 2026, Agenda Review Session and that it was in response to prior questions. He noted it was a brief overview of Florida and Winter Haven land development processes to outline statutory requirements that guide the process.

Economic Opportunity and Community Investment Director Labbe gave a PowerPoint presentation *(see attached/link)* and went over the slides in more detail. He provided a high-level overview of the City's land development process, including annexation, future land use, and zoning, along with associated public notice and review requirements. He emphasized that these steps established a property's legal development rights under state law and the City's Comprehensive Plan. After entitlements were granted, further review was primarily administrative and governed by established regulations.

City Manager Stavres explained that Planned Unit Developments (PUDs) allowed more flexibility than traditional zoning and involved coordination between the developer and staff. He noted that once approved, this type of zoning stayed with the property.

Director Labbe discussed the site plan, permitting, and construction process in great detail. He explained that once zoning entitlements were in place, development moved through administrative review and must meet all code and infrastructure requirements. He then summarized the history of the Spring Lake property which had long-standing zoning entitlements, had completed required reviews, and had sufficient infrastructure. Lastly, construction was proceeding according to these approvals.

City Manager Stavres explained the Commission's involvement with annexations and zoning. He said most development decisions were handled by staff and the City could not arbitrarily change zoning or remove a PUD (Planned Unit Development) without authorization. He also noted some PUDs were updated after development to match standard zoning. Director Labbe added that those PUD updates also followed a public process, with meetings, notifications, and landowner awareness.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

A. February 9, 2026, Regular City Commission Meeting Minutes

B. February 18, 2026, City Commission Agenda Review Session Minutes

C. February 23, 2026, Regular City Commission Meeting Minutes

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

Motion carried 5:0.

8. COMMENTS FROM THE AUDIENCE

Mayor Yates reminded speakers on the procedures for this segment.

Maureen English, 1700th block of 6th Street NW in Winter Haven, spoke in opposition of the Spring Lake Apartments (item 5D). She expressed safety concerns about heavy traffic in her over-55 condo community (on U.S. Highway 17) and noted difficulty crossing the street and reliance on ride-sharing. She said that the proposed new apartments would worsen traffic and urged the City to prioritize resident safety.

Scott Kline, 2720 Sunset Drive in Winter Haven, asked for clarification on the project and expressed unfamiliarity and sought details about its purpose and mention of market-rate rents. Economic Opportunity and Community Investment Director Labbe clarified that the "market rate" meant the units were not subsidized or affordable housing and that rents were set by what the market would bear.

Mary Makovec, (*address exempt from public record*), expressed concerns about a proposed apartment project near U.S. Highway 17 and Havendale Boulevard and cited traffic, safety, and emergency access issues. She played a recording from a previous meeting, questioned the Florida Department of Transportation (FDOT) review, expressed confusion about the lack of adjustments and noted the traffic study did not account for school or seasonal populations. She also requested information on variances applied during the development review. Director Labbe indicated that the developer was not required to obtain an FDOT permit, which he explained in more detail. Discussion ensued.

Aaron Boesch, 116 Mirror Lane NW in Winter Haven, said he had no objection to the apartments but raised concerns about traffic. He asked when project mailers were sent, whether Florida Department of Environmental Protection (DEP) lighting guidelines for the lake were being followed and who would monitor the 25-foot erosion zone. Staff would follow up with him to answer his questions.

Discussion ensued regarding mailers.

Glenn Newland, 1776 6th Street NW in Winter Haven at Lakeridge Condominiums, expressed appreciation for the informative session and asked whether the discussion was primarily educational. He noted that construction had begun and raised concerns about left turns and traffic flow at the entrance. He also asked if there were any plans for traffic signals to address increased traffic from the development.

Betty Hoffman, U.S. Highway 17 and Havendale Boulevard, expressed concern about access to her condos with the new development and noted limited space at the driveway and the nearby Salvation Army. She questioned why FDOT was not involved despite prior indications and suggested the City consult them to explore possible solutions for residents' safe access. Mayor Yates said that three of the Commissioners, including himself, were on the Polk County Transportation Planning Organization (TPO) and assured her that they would bring this topic up at their next meeting.

Discussion ensued regarding the Landmark property, potential future developments, the "Live Local" program, limited local authority, and projects within the current City zoning districts that required no public notice.

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

A. O-26-09 - Amending Ordinance O-25-29; appropriating funds for the fiscal year ending September 30, 2026, for purchase orders

City Attorney Murphy read Ordinance O-26-09 by title only and City Manager Stavres presented.

Motion by Commissioner Birdsong to approve Ordinance O-26-09 on second reading – public hearing.

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

Motion carried 5:0.

10. CONSENT AGENDA

A. Library Board Reappointments

B. Authorization for Travel and Training - Florida Black Caucus of Local Elected Officials (FBCLEO) 2026 Annual Conference (Birdsong & Dollison)

C. Authorization for Travel & Training - 2026 Federal Legislative Advocacy Trip, Washington, DC (Yates, Mercer, Birdsong, Davis, Dollison, Stavres, Carnevale & Hill)

D. Authorization for Travel & Training - Florida League of Cities (FLC) 2026 Federal Action Strike Team (FAST) Fly-In (Yates)

E. Purchase of six 2026 Autocar ACX64 with 31-yard New Way Sidewinder Refuse Body for Residential Solid Waste Collection

Motion by Commissioner Birdsong to approve the entire Consent Agenda as presented.

Mayor Yates stated 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.

Motion carried 5:0.

11. RESOLUTION(S)

A. R-26-06 - City Commission support of the FDOT Transportation Alternatives application for the North Lake Maude Sidewalk and Pedestrian Improvements project

City Attorney Murphy read Resolution R-26-06 by title only. City Manager Stavres noted that Resolutions R-26-06, R-26-07 and R-26-08 were all in the same summary sheet.

Economic Opportunity and Community Investment Director Labbe presented.

Motion by Commissioner Birdsong to approve Resolution R-26-06.

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

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

Motion carried 5:0.

B. R-26-07 - City Commission support of the FDOT Transportation Alternatives application for the Fifth Street, NE Sidewalk and Pedestrian Improvements project

City Attorney Murphy read Resolution R-26-07 by title only. A presentation was given under Item 11A.

Motion by Commissioner Birdsong to approve Resolution R-26-07.

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

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

Motion carried 5:0.

C. R-26-08 - City Commission support of the FDOT Transportation Alternatives application for the Fifth Street, SE Sidewalk and Pedestrian Improvements project

City Attorney Murphy read Resolution R-26-08 by title only. A presentation was given under Item 11A.

Motion by Mayor Pro Tem Mercer to approve Resolution R-26-08.

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

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

Motion carried 5:0.

12. ORDINANCE(S) - FIRST READING

A. O-26-07 - Request by Antonio Araque to rezone a parcel from Industrial-Light (I-1) zoning district to Multi-family Residential - Low Density (R-3) zoning district

City Attorney Murphy read Ordinance O-26-07 by title only and City Manager Stavres presented.

Mayor Yates reported this item would come back for a second reading and public hearing at the March 23, 2026, Regular City Commission Meeting.

B. O-26-11 - Amending Ordinance O-25-29; appropriating funds for the fiscal year ending September, 30, 2026

City Attorney Murphy read Ordinance O-26-11 by title only and City Manager Stavres presented.

Mayor Yates reported this item would come back for a second reading and public hearing at the March 23, 2026, Regular City Commission Meeting.

13. NEW BUSINESS

A. 2026-2027 CDBG Allocation Funding Support and Public Comment for R.H. Malcom Park

City Manager Stavres presented this item as detailed in the summary sheet.

Motion by Commissioner Birdsong to approve 2026-2027 CDBG Allocation Funding Support and Public Comment for R.H. Malcom Park

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

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

Motion carried 5:0.

14. CITY COMMISSIONERS/LIAISON REPORTS

Mayor Pro Tem Mercer reported on/attended the following:

- Public Safety Oath of Office; Annual Public Safety Awards Ceremony; [Winter Haven] Chamber [of Commerce] Eggs and Economics; Patterson Memorial Ceremony for fallen officer Johnnie Patterson; *Champagne and Shamrocks* [Symphony Guild of Winter Haven] event; and Big Brothers Big Sisters participants' visit to City Hall.

Commissioner Davis reported on/attended the following:

- Groundbreaking of Fire Station; Patterson Memorial Ceremony; Public Safety Awards Ceremony; expressed appreciation to first responders; and thanked constituents who had expressed themselves, spoke on the complexities of decision making, and the importance of being able to do whatever they could do to assist.

Commissioner Birdsong reported on/attended the following:

- Chick-Fil-A Supply [Topping Out Celebration] event; Patterson Memorial Ceremony and reflected on Officer Patterson's ultimate sacrifice; *8th Annual Voices 2026: Music for a Cause* event [to support] Filling the Lane [non-profit organization]; Public Safety Oath of Office; Professional Services Evaluation/Committee (PSC) Meeting to rank vendors for [Request for Qualifications RFQ-26-18 Water Admin Complex] and noted a future meeting where the three vendors selected would give a presentation; and Groundbreaking of Fire Station #5 where he signed his brick.

Commissioner Dollison reported on/attended the following:

- Chick-Fil-A event; Public Safety Awards Ceremony; Patterson Memorial Ceremony and spoke about how he and others started the chaplaincy program at the Police Department 29 years ago around Officer Patterson's passing; *Voices 2026: Music for a Cause* event; Chamber *CommunityFest*; asked for prayer for

the family of Rev. Deldrick Leonard who passed away tragically. Rev. Leonard had served on the Florence Villa Community Redevelopment Agency (CRA) Advisory Committee, noted it was his birthday, and that his *Celebration of Life* would be held Saturday, March 14, 2026 at 12:00 p.m.; and recognized [former Commissioner] Ellie Threlkel and said she was of the first Commissioners he had met and that she was a wonderful lady.

Mayor Yates reported on/attended the following:

- Chick-Fil-A event; *Champagne and Shamrocks* event and suggested an outdoor symphony concert off the lake or in Downtown Winter Haven in the future; First Responders Dinner; Heart for Winter Haven event to help end childhood homelessness; and said he attended events already mentioned by other Commissioners.

15. CITY ATTORNEY REPORT – None

16. CITY MANAGER REPORT

A. Grant & Aid Applications FY 26/27 request for guidance

City Manager Stavres gave an overview of this item and provided the following updates:

- 4 mandatory training sessions were held for agencies applying for grant aid: February 7, 11, 19, and 23. An additional session was added due to high demand.
- Attendance: 118 individuals representing 97 organizations. Not sure how many of those 97 applied.
- Last year: 76 applications submitted; 44 received funding.
- Current application window: Opened March 2, 2026. Closes Friday, March 13, 2026.
- Staff will complete sufficiency reviews by March 27, 2026.
- Applicants needing corrections have until April 10, 2026 to submit updates.
- Grant & Aid Application Review Committee (GAARC) will meet May 5, 2026 and if necessary, May 15, 2026 to review and deliberate.
- Applications received as of this report: 12 (expected to increase before the deadline).

He requested initial guidance from the Commission to assist staff and the GAARC in advance of deliberations:

1. **Funding amount?** – Last year $347,761 was given

2. **Funding amounts for the 6 legacy agencies?** - Boys & Girls Club, Girls, Inc., The Learning Resource Center, Meals on Wheels, The Neighborhood Service Center, The Haley Center.

3. **Any specific areas of emphasis?** – If not, staff would go based on the feedback from the GiveWell/United Way studies.

4. **Did they want the Grant and Aid Advisory Review Committee (GAARC) to spread out funds as much as possible as they had been directed in previous years to do or fund those that would have the most impact?**

Discussion ensued.

Mayor Yates expressed that his top concerns were child homelessness and child hunger.

Mayor Pro Tem Mercer expressed that the amount should be the same or less and spread out. She noted that agencies needed to have multiple funding streams. Discussion ensued.

Commissioner Dollison asked about the application and vetting process. City Manager Stavres explained the process in more detail. Discussion ensued.

Commissioner Birdsong expressed to keep the funding amount the same as the previous year. Discussion ensued.

No official action was taken on this item. The Commission accepted the information and are to give further direction at a future City Commission Meeting.

❖

City Manager Stavres also reported that during his time out of the office, Deputy City Manager Carnevale would provide coverage to include the March 18, 2026, Agenda Review Session and March 23, 2026, Regular City Commission Meeting.

17. **DEPUTY CITY MANAGER REPORT** – None

18. **CITY CLERK REPORT** – None

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

20. **ADJOURNMENT** – 8:09 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

William Brian Yates
Mayor

DATE: March 9, 2026

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
Sean Byers, Planning Manager

FROM: Chris Young, Senior Planner

SUBJECT: **Ordinance O-26-07:** Request by Antonio Araque to rezone a parcel from Industrial-Light (I-1) zoning district to Multi-family Residential – Low Density (R-3) zoning district. **General Location:** 1519 8th Street, SW. The area covered by this request is 0.48± acres.

BACKGROUND

Antonio Araque, petitioner, requests the City rezone a parcel from Industrial-Light (I-1) zoning district to Multi-family Residential – Low Density (R-3) zoning district. The parcel, containing 0.48± acres, is located at 1519 8th Street, SW and is currently vacant. The petitioner intends to develop the property as a residential duplex.

As the Primary Mixed Use Hub Future Land Use Designation will remain, the maximum development potential remains unchanged; therefore, there is no increase in maximum potential infrastructure demands beyond what is currently allowed. Additionally, development of a residential duplex will likely result in fewer demands on public infrastructure than development permitted under the current I-1 zoning district.

SURROUNDING USES

The subject property is surrounded by residential uses to the north; commercial uses to the east and south; and the CSX railroad line to the west.

COMPREHENSIVE PLAN

The current Future Land Use designation of the subject property is Primary Mixed Use Hub. The requested Multi-family Residential– Low Density (R-3) zoning district is consistent with the Primary Mixed Use Hub Future Land Use designation.

NOTIFICATION

All notification requirements for this request were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with this request.

This is a request initiated by an application by a private party. In accordance with Section 166.041 (4)(c)(7)(b) of the Florida Statutes, ordinances initiated by an application by a private party are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is a routine zoning amendment 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 and Economic Sustainability Strategic Pillars.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its February 3, 2026 regular meeting, voted to recommend approval of this request. No members of the public spoke.

CONCLUSION

Staff's review for this request yields the following conclusions:

- The rezoning to the R-3 zoning district is consistent with the property's location and the developed uses and City designations in the area; and

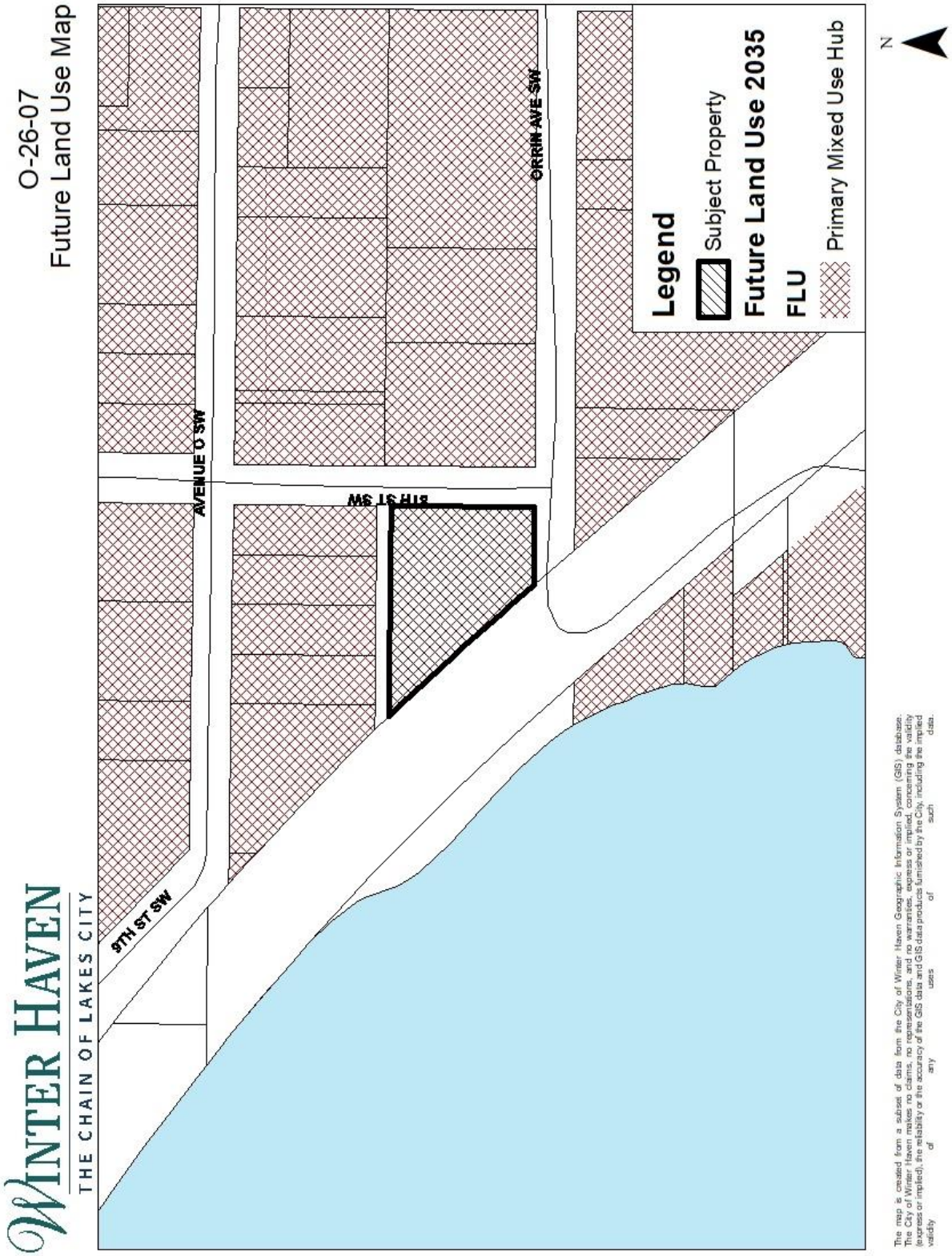
- As the Primary Mixed Use Hub Future Land Use designation will remain, the maximum development potential is unchanged; there is no increase in potential infrastructure demands beyond what is currently allowed.

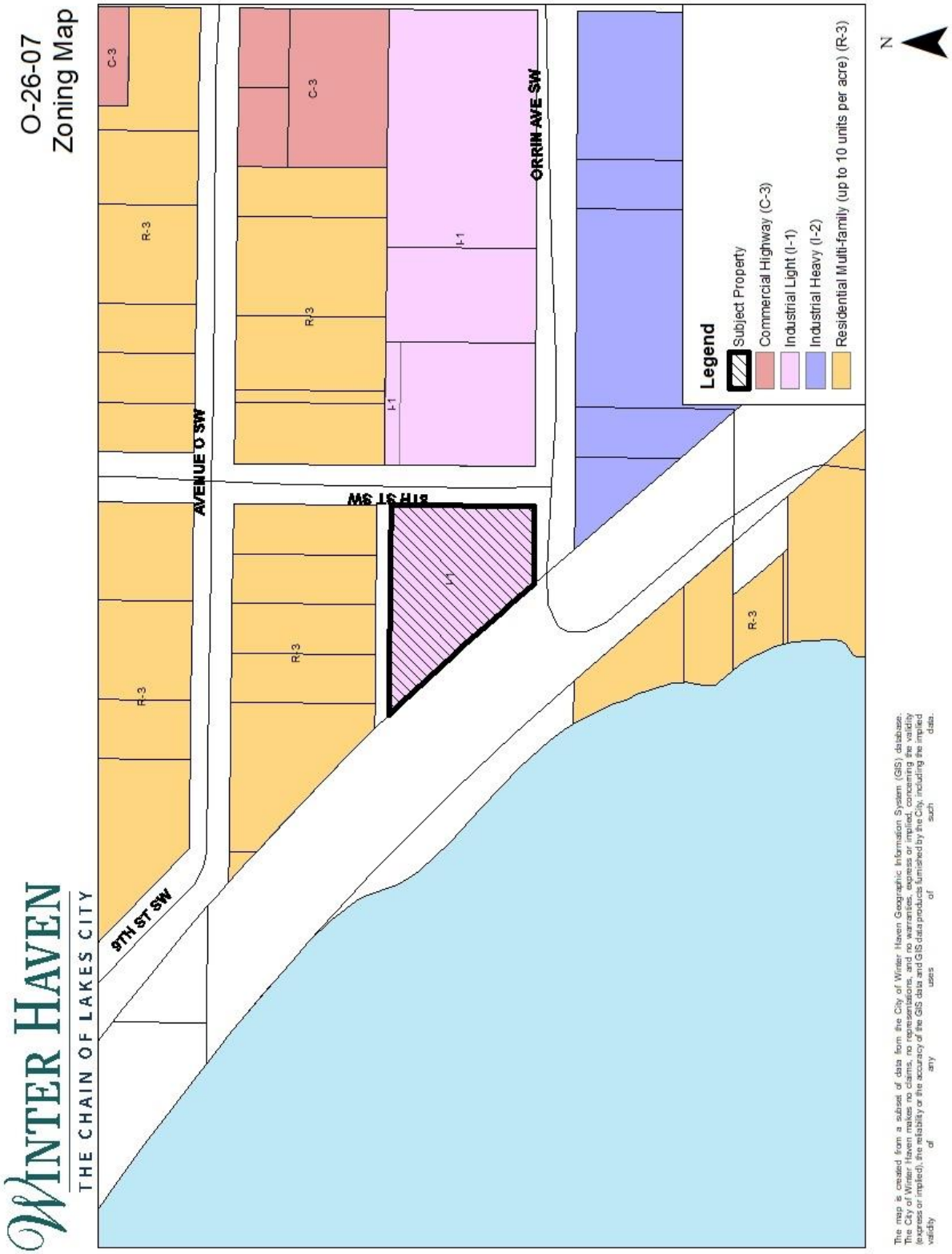
RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-26-07 and authorize the City Manager or his designee to take all necessary actions related thereto.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-26-07


O-26-07
Future Land Use Map
Legend
Subject Property
Future Land Use 2035
FLU
Primary Mixed Use Hub
N
ORRIN AVE SW
AVENUE O SW
9TH ST SW
WINTER HAVEN
THE CHAIN OF LAKES CITY
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any such uses of data.


O-26-07
Zoning Map
N
Legend
Subject Property
Commercial Highway (C-3)
Industrial Light (I-1)
Industrial Heavy (I-2)
Residential Multi-family (up to 10 units per acre) (R-3)
ORRIN AVE SW
AVENUE O SW
9TH ST SW
C-3
R-3
I-1
WINTER HAVEN
THE CHAIN OF LAKES CITY
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data produces furnished by the City, including the implied validity of any such uses of data.


O-26-07
Aerial Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
AVENUE O SW
ORRIN AVE SW
6TH ST SW
9TH ST SW
Legend
Subject property
N
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity
(express or implied), the reliability or the accuracy of the GIS data and GIS data produces furnished by the City, including the implied
validity of any uses of such data.

ORDINANCE NO. O-26-07

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING A PARCEL FROM INDUSTRIAL- LIGHT (I-1) ZONING DISTRICT TO MULTI-FAMILY RESIDENTIAL – LOW DENSITY (R-3) ZONING DISTRICT; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: 1519 8TH Street SW. The area covered by this request is 0.48± acres.)

WHEREAS, there has been a request to rezone the property depicted below, and;

WHEREAS, the action will further the general health, safety, and welfare and be a benefit to the City as a whole, and;

WHEREAS, the requested zoning is consistent with the Future Land Use Element of the Winter Haven Comprehensive Plan.

WHEREAS, the request is initiated by an application by a private party, and therefore is exempt from requiring a Business Impact Estimate as set forth by Section 166.041(4)(c)(7)(b) of the Florida Statutes.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to rezone that land, depicted in Exhibit "A" attached hereto and made a part of this Ordinance, from Industrial- Light (I-1) zoning district to Multi-Family Residential – Low Density (R-3) zoning district.

2. This Ordinance shall not be codified, but the City Clerk shall retain this Ordinance as a permanent record of action taken by the City Commission of the City of Winter Haven.

3. The administrative correction of typographical and/or scrivener's errors 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.

4. All ordinances in conflict herewith are hereby repealed.

5. This Ordinance shall be effective immediately upon the effective date; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 9th day of March 2026.

PASSED on second reading this 23rd day of March 2026.

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER
William B. Yates

ATTEST:

_____

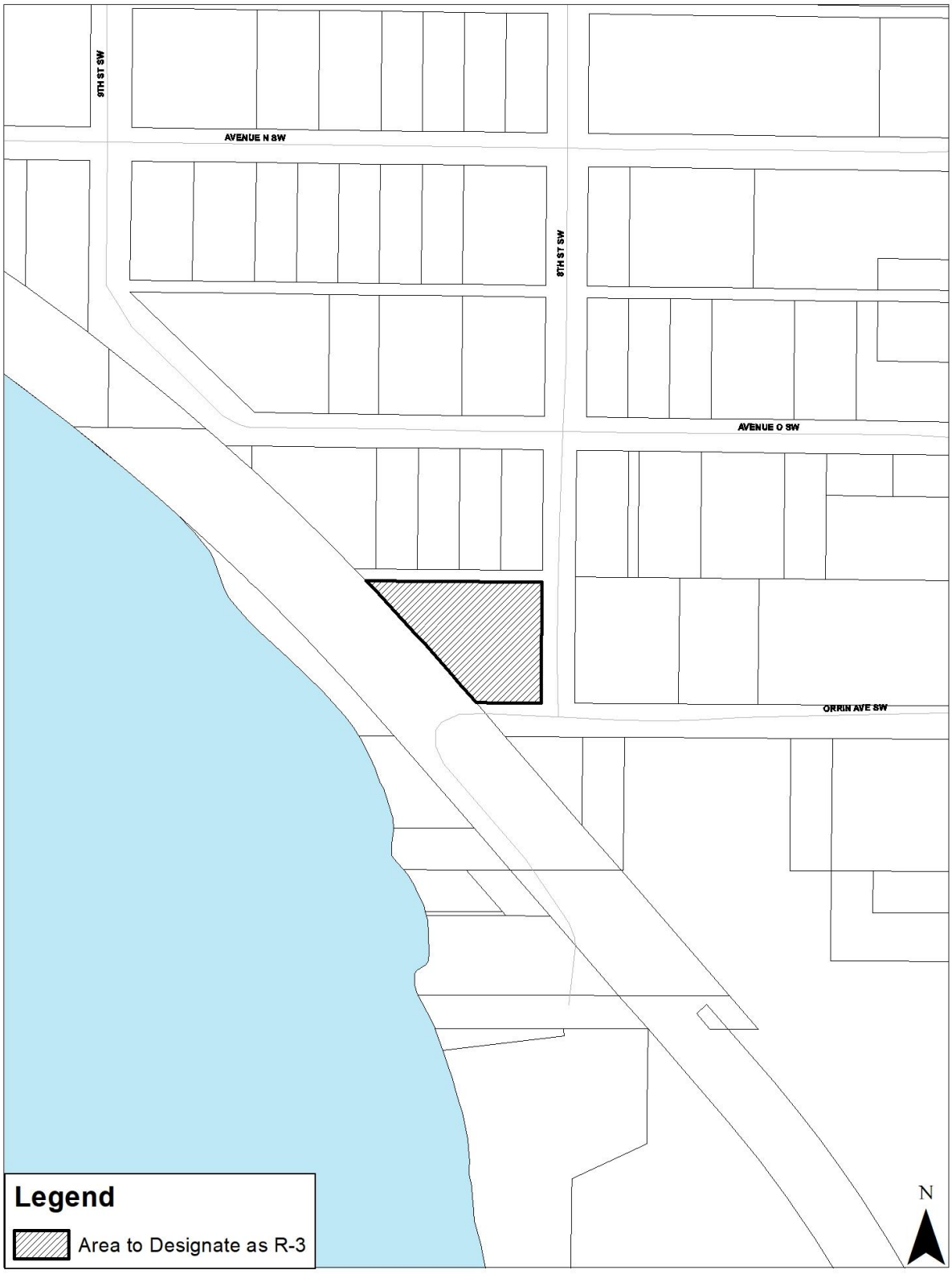
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____

CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"


9TH ST SW
AVENUE N SW
8TH ST SW
AVENUE O SW
ORRIN AVE SW
Legend
Area to Designate as R-3
N

DATE: March 10, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: CJ Scott, Chief Financial Officer
Allen Weeks, Budget and Management Officer

SUBJECT: **Ordinance O-26-11:** Amending Ordinance O-25-29; appropriating funds for the fiscal year ending September 30, 2026

BACKGROUND

During the preparation and adoption of the FY 2026 budget, projects, contracts, and other expenditures were properly budgeted for implementation in FY 2026. Prior to the close of FY 2025, the City had the opportunity to execute encumbered purchase orders for some of the budgeted projects and expenditures with the unspent balances carried forward into the FY 2026 budget. As a result, the roll forward of these purchase orders created duplicate appropriations for FY 2026 accounts.

The budget amendments reflected in Exhibit A are necessary to properly reflect the FY 2026 budget and to maintain compliance with F.S. 166.241 and Government Accounting Standards Board (GASB) requirements.

FINANCIAL IMPACT

The requested amendments will decrease the City's FY 2026 budget by $1,889,134. The General Fund budget will be reduced by $226,042, the CRA – Downtown Fund budget will by reduced by $235,000, and the Utility Fund budget will be reduced by $1,428,092.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency
- **Strategy:** 6.1.1 - Enhance fiscal communication via implementation and distribution, including a Budget Book, Budget in Brief, Popular Annual Financial Report, Annual Comprehensive Financial Report, and monthly budget performance reports

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-26-11 and authorize the City Manager, or his designee, to sign all documents and take all necessary action related thereto.

ATTACHMENTS

- Ordinance O-26-11
- Exhibit A

ORDINANCE NO. O-26-11

AN ORDINANCE OF THE CITY OF WINTER HAVEN, FLORIDA, AMENDING ORDINANCE NO. O-25-29, REGARDING APPROPRIATION OF FUNDS FOR DEFRAYING EXPENSES OF THE MUNICIPAL GOVERNMENT OF THE CITY OF WINTER HAVEN FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025; PROVIDING FOR SEVERABILITY AND FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 22, 2025, the City Commission passed Ordinance O-25-29 adopting the Budget of the City of Winter Haven, Florida, Fiscal Year Commencing October 1, 2025, as the Official Budget of the City of Winter Haven, Florida, Fiscal Year 2025-2026; and

WHEREAS, events occur during each fiscal year which were not anticipated by the beginning estimates, and

WHEREAS, certain projects and expenditures were properly appropriated for the Fiscal Year 2025-2026 budget, and

WHEREAS, prior to the close of Fiscal Year 2025, some encumbered purchase orders were executed and carried forward into FY 2026, resulting in duplicate appropriations, and

WHEREAS, departmental budgets shall not exceed their appropriations; and

WHEREAS, the City Commission of the City of Winter Haven does hereby find that it is in the best interest of the City and its citizens amending Ordinance No. O-25-29, regarding appropriation of funds for defraying expenses of the municipal government of the City of Winter Haven for the fiscal year commencing October 1, 2025, as provided herein,

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. The budget for the City of Winter Haven for the fiscal year 2025-26 is hereby amended as set forth on Exhibit A attached hereto and incorporated herein by reference. Exhibit A reflects the appropriated funds that are amended to reflect encumbered purchase orders.

2. This Ordinance shall take effect immediately upon its passage

INTRODUCED on first reading this 9th day of March, 2026.

PASSED on second reading this 23rd day of March, 2026.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
William Brian Yates

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

EXHIBIT A
BUDGET AMENDMENTS FOR FY 2025-2026

		Budget / Expense

GENERAL FUND

Parks and Recreation - Parks & Grounds

001-07-312-3404 Contract Svc - Other (170,042)

On August 15, 2024, PO 2024-306 was issued for 2 work crews from Department of Corrections. The unspent encumbered balance of $167,216 for 2 crews rolled forward into Fiscal Year 2026. The FY26 budget included $340,084 for 4 crews. This amendment reduces the budget for the cost of 2 crews.

001-07-312-3404 Contract Svc - Other (56,000)

PO 2025-016 was issued on October 11, 2024 for a 2 year contract (FY25 and FY26). At the end of FY25 the unspent encumbered balance representing the 2nd year of the contract rolled forward to FY26. The FY26 budget included one year expenditure of this contract. This amendment reduces the budget for the 2nd year.

CRA - DOWNTOWN FUND

108-10-215-8225 Economic Development (235,000)

PO 2025-084 was issued on December 11, 2024 for utility connection fee reimbursement per a developer's agreement in the amount of $385,397. The unspent encumbered balance of the purchase order, $385,397, was rolled forward to FY26. The FY26 budget included $235,000 for this reimbursement. This amendment reduces the original budget amount as it was included in the encumbrance roll forward.

UTILITY FUND

Utility Services Administration

402-08-310-3105 Prof Svc - Other (50,000)

On June 13, 2025, PO 2025-268 was issued for consultant expense. The unspent encumbered balance in the amount of $48,900 rolled forward to the FY26 budget. After consulting with the department, it was determined that the FY26 budget included $50,000 for this consultant. This amendment reduces the original budget amount as it was included in the encumbrance roll forward.

402-08-310-3105 Prof Svc - Other (50,000)

On July 30, 2025, PO 2025-318 was issued for consultant expense. The unspent encumbered balance in the amount of $51,878 rolled forward to the FY26 budget. After consulting with the department, it was determined that the FY26 budget included $50,000 for this consultant. This amendment reduces the original budget amount as it was included in the encumberance roll forward.

Utility Engineering

402-08-305-UTL-2609 Utility Extensions to Admin Facility (1,107,737)

PO 2025-350 was issued on August 27, 2025 for project expenses. The unspent encumbered balance in the amount of $1,107,738 rolled forward to the FY26 budget. After consulting with the department, it was determined that the FY26 budget included $1,107,738 for project expenses. This amendment reduces the budget by the amount of the encumbrance .

Reuse Distribution

402-08-324-6301-UTL-2616 Reclaim Bypass to WWTP #2 (220,355)

PO 2025-348 was issued on August 27, 2025 for project expenses. The unspent encumbered balance in the amount of $220,355 rolled forward to the FY26 budget. After consulting with the department, it was determined that the FY26 budget included $220,355 for project expenses. This amendment reduces the budget by the amount of the encumbrance .

(1,889,134)

DATE: March 12, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Drew Neubrand, Fire Chief
Nicholas Bilbrey, Division Chief

SUBJECT: Purchase of 70 sets of structural firefighting PPE (Bunker Gear)

BACKGROUND

The Winter Haven Fire Department requests approval to purchase seventy (70) sets of structural firefighting protective ensembles (bunker gear) for personnel. Bunker gear serves as the primary protective barrier between firefighters and the hazardous environments in which they operate. Industry best practices and National Fire Protection Association (NFPA) guidance recommend that firefighters maintain a second set of bunker gear. This redundancy allows personnel to remain protected while a primary set is being cleaned, inspected, or repaired, and supports overall firefighter health by reducing prolonged exposure to contaminants.

Our current capital depletion practice funds approximately twenty (20) sets annually. This proposal transitions the department to a full replacement cycle every five (5) years, ensuring all personnel are equipped with modern, compliant protective equipment at the same time. Firefighters will retain the replaced gear as a second set. Bunker gear has a lifespan of 10 years and with this replacement cycle, gear will be maintained as primary set for 5 years and serve as a secondary set for 5 years. This replacement cycle also creates standardized gear specifications across the department and ensures consistent protection, performance, and interoperability.

The identified manufacturer of bunker gear is Globe. The department has purchased Globe gear since 2020. The vendor selected is Bennet Fire Products and pricing is obtained on piggyback agreement.

FINANCIAL IMPACT

Total purchase amount is $342,160. Funding currently exists within the Capital Depletion fund allocated for bunker gear from 2024-2028.

Below is an itemized breakdown of costs associated with the purchase:

Item	QTY	Cost	Total
Bunker Coat	70	$2,081	$145,670
Bunker Pant	70	$1,942	$135,940
Boots	70	$592	$41,440
Hood	70	$145	$10,150
Gloves	70	$128	$8,960
TOTAL		$4,888	**$342,160**

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Community Safety
- **Goal:** 5.2 Ensure the ability to meet the service demands as the population grows.
- **Strategy:** 5.2.3 Conduct an annual service demand assessment for infrastructure and service deployment across all departments.

RECOMMENDATION

Staff recommends the City Commission approve the purchase of 70 sets of bunker gear, and authorize the City Manager to take any other actions related thereto.

ATTACHMENTS

- Bennet Fire Products Quote
- 2026 Bennet Fire Products Piggyback agreement

E Quotation
Bennett Fire Products Co., Inc.



www.BennettFireProducts.com

February 23, 2026

Chief Drew Neubrand
Winter Haven Fire Department
301 Avenue G SW
Winter Haven, FL 33880

Discount in reference to Lake County, FL Contract 22-730B, expires July 31, 2027, ***44% from manufacturer's current 10/1/2025 list price for Globe Firesuits/Gxcel Jacket and GPS Trousers. 31% from manufacturer's list price for Footwear, 10% from manufacturer's current 10/1/2025 list price for Globe Accessories. 5% from manufacturer's list price for FireCraft Gloves*** *- Contract may be viewed in its entirety at* ***www.lakecountyfl.gov****.*

Price valid through June 30, 2026

Globe GXCEL Jacket per Winter Haven Fire Department specifications – **LT Gold Agility-Titanium 2LYR – Gore Crosstech Black**
Retail Price - $3,852.64
Lake County Contract Discount – 44% - $2,157.48
Winter Haven Price - $2,081.00 each X 70 = $145,670.00

Globe GPS Trousers per Winter Haven Fire Department specifications – **LT Gold Agility-Titanium 2LYR – Gore Crosstech Black-** w/Escape Belt
Retail Price – $3,595.91
Lake County Contract discount – 44% - $2,013.71
Winter Haven Price - $1,942.00 each X 70 = $135,940.00

Globe – Supreme Boot #1201420
List Price - $883.00
31% Lake County - $609.27
Winter Haven Price - $592.00 pair X 70 = $41,440.00

Globe – G200001D Globe Guard w/Nano
List Price – $184.59
Lake County Price - $166.13
Winter Haven Price - $157.00
***12+ Ordered at one time - $145.00 X 70 = $10,150.00**

Fire Craft Structure Glove **FC-9000**
List Price - $150.00
Lake County - $142.50
Winter Haven Price - $140.00
12+ pr Ordered at one time- $128.00 pr X 70 = $8,960.00

Total - $342,160.00

FOB Winter Haven, FL Price includes shipping charges
Delivery: Turnouts – 70-90 days after receipt of order
Terms: net 30 days
Chuck Wilkinson, 770-401-1237, cwilkinson.bennettfire@gmail.com

WINTER HAVEN
THE CHAIN OF LAKES CITY

INTEROFFICE MEMORANDUM

DATE: December 29, 2025

TO: T. Michael Stavres, City Manager

VIA: Charlie Bird, Assistant City Manager-Public Safety 4/9/26

FROM: Drew Neubrand, Fire Chief DWN
Michael T. Waters, Deputy Fire Chief
Nicholas Bilbrey, Division Chief of Planning and Finance

SUBJECT: Approval of Lake County Purchasing Contracts via Piggyback Agreements

---

Budgetary Overview:

☐ ≤ $50k but unbudgeted ☐ ≤ $50k budgeted ☐ over $50k – budgeted*

Procurement Method:

☐ Bid ☐ Sole Source ☐ FL Sheriff ☐ Co-op** ☒ Piggyback**

Summary:

The Fire Department is requesting approval to engage in six (6) piggyback purchasing agreements. These contracts negotiated by the vendors and Lake County and provide a significant discounts in price compared to their Sourcewell counterparts. These vendors provide goods and equipment including uniforms, PPE, rescue equipment, training tools, firefighting tools and fire protective gear. Engaging in these piggyback agreements will render savings within fire department purchases through the year.

The six (6) attached piggyback agreements have been agreed to and signed by the contracted vendors.

There is no immediate cost to these agreements. There will be savings to future purchases through the next fiscal year.

Attachments: Signed Piggyback Agreements from Municipal Emergency Services, North American Fire Equipment, Municipal Equipment Company, Bennett Fire, All Safe Industries, and TechnicalRescue.com

☑ Approved

T. Michael Stavres, City Manager — 1.9.26 Date

☐ Reviewed

Bethany Owen, Procurement Manager — 1/2/2026 Date

GENERAL PIGGYBACK PURCHASING AGREEMENT

This *General Piggyback Purchasing Agreement* (the "*Agreement*") is made by and between the City of Winter Haven, Florida, a Florida municipal corporation, whose address is 451 Third Street NW, Winter Haven, FL 33881 (the "City"), and:

Bennett Fire Products Company, Inc.
195 Stockwood Drive, Suite 170
Woodstock, GA 30188
bennettfire@att.net

(the "Vendor").

WITNESSETH:

WHEREAS, on **July 27, 2022**, **Lake County Board of County Commissioners** (the "Original Procuring Government") awarded **22-730 Fire Equipment, Supplies and Services** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is on file with the City's Procurement office and incorporated herein by reference (the "Original Procurement Bid and Contract"); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide "piggyback" services and/or goods to the City on the same terms and conditions as those offered to Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

§ 1. Incorporation of Recitals.

The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.

§ 2. Terms of Agreement; Purchasing Authority.

(a) This is a piggyback purchasing *Agreement.* The terms and conditions of this *Agreement* shall be the same as those specified in the Original Procurement Bid and Contract documents, specifically including:

(1) All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;
(2) All special conditions of the Original Procurement Bid and Contract Documents;
(3) All definitions of terms contained in the Original Procurement Bid and Contract Documents;
(4) All specifications, scopes of services, and/or descriptions of goods

to be sold contained in the Original Procurement Bid and Contract Documents;

(5) All addenda to the Original Procurement Bid and Contract Documents;

(6) All insurance requirements outlined in the Original Procurement Bid and Contract Documents;

(7) All safety requirements outlined in the Original Procurement Bid and Contract Documents; and

(8) All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be true and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

unless such terms are expressly modified herein to conform to City-specific standards and requirements. All references to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Winter Haven, Florida," the "City Commission of the City of Winter Haven, Florida," specific City Departments, and the like or equivalent.

(b) The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Winter Haven, Florida*, the *Charter of the City of Winter Haven, Florida* and the Florida Statutes. The City ratifies the bidding process performed by the Original Procuring Government as being full, fair and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids was published.

(c) To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the Original Procurement documents should control or where the City believes the other government's contract should control over the bid documents.

§ 3. Period of Performance; Renewal Periods.

The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, and two, 2-year renewals of **July 31, 2027**.

§ 4. Invoices.

Invoices for services shall be sent to: City of Winter Haven – Finance Dept., P.O.

Box 2277, Winter Haven, Florida 33883-227, or preferably, emailed to finance-AP@mywinterhaven.com . Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.

§ 5. Price for Services.

The City reserves the right to increase/decrease prices after this *Agreement* has been in place for the initial period when it is in the best interest of the City of Winter Haven. Increases/decreases may be determined utilizing an appropriate price index, if a price index is used in the customary transaction of business in the Vendor's industry and/or the customary transaction of government purchases in the City of Winter Haven, Polk County, or the State of Florida. Vendor agrees to notify the City if the Original Procuring Government takes an increase or decrease on prices for work performed or goods sold under the Original Procurement Bid and Contract and the basis for such increase or decrease.

§ 6. Sovereign Immunity; Limitation of Liability.

City is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed, or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

§ 7. Public Records.

Pursuant to Florida law, if the Vendor is a "contractor" as defined in § 119.0701(1)(a), Florida Statutes, Vendor must comply with Florida's public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services herein.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost,

to the City all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City agency in a format that is compatible with the City's information technology systems.

Notice Required by F.S. § 119.0701:

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, RECORDS@MYWINTERHAVEN.COM, 451 THIRD STREET NW, WINTER HAVEN, FL 33881.

§ 8. Insurance and Indemnification.

The City's standard contract terms for insurance and indemnification as set forth in Exhibit 'A' are incorporated into this *Agreement* as if set forth herein in full. Conflicts between the City's standard contract terms for insurance and indemnification and the Original Procurement Bid and Contract shall be resolved as follows:

(a) *Insurance.* All provisions of this *Agreement* shall be construed harmoniously to provide the City with the maximum amount of insurance for the identified peril to be covered on the terms most favorable to the City. If a specific form, endorsement, basis or agreed-upon interpretation is identified in Exhibit 'A', that form, endorsement, basis or interpretation shall control. To the extent of any conflict between a particular minimum insurance amount identified in Exhibit 'A' to this *Agreement* and the minimum insurance amount required by the Original Procurement Bid and Contract for the same peril, the requirement which provides greater coverage to the City shall control.

(b) *Indemnification.* The indemnification provided by Vendor to the City in Exhibit 'A' to this *Agreement* shall be in addition to, and not in lieu of, any other remedy available to the City under this *Agreement*.

§ 9. E-Verify, Chapter 2023-40, Laws of Florida.

By entering into this *Agreement*, the Vendor becomes obligated 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 Vendor and any subcontractor hired by the Vendor. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor 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 this *Agreement*, 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 twenty (20) calendar days after the date of termination. If this *Agreement* is

terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Vendor:

Executed this 18th day of August, 2025

By: Danny Bennett
Name: Danny Bennett
Title: President

City of Winter Haven, Florida:

Executed this ____ day of _____, 2025

By: _____
T. Michael Stavres, City Manager

Attest:

_____
Vanessa Castillo, City Clerk

Approved as to Form and Legal Sufficiency:

_____
Frederick J. Murphy, Jr., City Attorney

EXHIBIT 'A'
STANDARD INSURANCE AND INDEMNIFICATION EXHIBIT

Insurance Requirements – City of Winter Haven

The Consultant/Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the City (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant/Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, Consultant/Contractor shall furnish Owner with:

(a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies 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'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. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Consultant/Contractor 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.

Type I - Workers' Compensation Insurance

(a) 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 of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i) Part One: "Statutory"

(ii) Part Two: $1,000,000 Each Accident
$1,000,000 Disease-Policy Limit
$1,000,000 Disease-Each Employee

Type II - General Liability Insurance

(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 policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

(i) Mold, fungus, or bacteria
(ii) Terrorism
(iii) Sexual molestation

(b) The Owner and the Owner's officials, officers and employees shall be included as an "Additional Insured" 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:

(i) $1,000,000 General Aggregate
(ii) $1,000,000 Products/Completed Operations Aggregate
(iii) $1,000,000 Personal and Advertising Injury
(iv) $1,000,000 Each Occurrence

Type III - Automobile Liability Insurance

(a) Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without 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. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. 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:

(i) $1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

Type IV - Professional Liability Insurance

(a) Such insurance shall be on a form acceptable to the Owner and shall cover the Consultant/Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claim made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have covered had the coverage been on an occurrence basis. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i) $1,000,000 Each Claim/Occurrence
(ii) $1,000,000 Annual Aggregate

The Professional Liability Insurance may be subject to a deductible not to exceed $5,000 per claim.

Additional Requirements

(a) All insurance policies provided by the Consultant/Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.

(b) Compliance with these insurance requirements shall not limit the liability of the Consultant/Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Consultant/Contractor and its Subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant/Contractor) available to the Owner under this Contract or otherwise.

(c) Neither approval nor failure to disapprove insurance furnished by the Consultant/Contractor shall relieve the Consultant/Contractor from responsibility to provide insurance as required by this Contract.

(d) The insurance provided by Consultant/Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Winter Haven shall be excess of, and shall not contribute with, the insurance provided by Consultant/Contractor.

(e) Except where prior written approval has been obtained hereunder, the insurance maintained by Consultant/Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Consultant/Contractor shall pay on behalf of the Owner and Owner's officials, officers and employees any deductible or self-insured retention

applicable to a claim against the Owner and Owner's officials, officers and employees.

(f) Certificates of Insurance must be completed as follows:

1. Certificate Holder:
   City of Winter Haven
   451 Third Street, N.W.
   Winter Haven, FL 33881

2. Additional Insured for General Liability:
   City of Winter Haven and its officials, officers and employees

INDEMNIFICATION BY CONSULTANT/CONTRACTOR

(a) The Consultant/Contractor shall indemnify and hold harmless the City (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant/Contractor and persons employed or utilized by the Consultant/Contractor in the performance of this Contract.

(b) The remedy provided to an indemnitee by Paragraph (a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

(c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.

(d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.

(e) The provisions herein are severable and if, for any reason, any one or more of such provisions shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision herein which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained herein.

Exhibit 'C'
Required Affidavits

Affidavit Regarding the Use of Coercion for Labor and Services

State of ~~Florida~~ GA
County of Cherokee

Name of Vendor: Bennett Fire Products Company, Inc.

Address: 195 Stockwood Drive, Suite 170 Woodstock GA 30188

Phone Number: 770-402-9910

Authorized Representative's Name: Danny Bennett

Authorized Representative's Title: President

Effective July 1, 2024, Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

As the person authorized to sign on behalf of the vendor, I certify that the vendor identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use 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;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of Florida Statute 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

The foregoing instrument was acknowledged before me this 18th day of August, 2025, by Danny Bennett, as President of Bennett Fire Products Co., Inc., on behalf of the said Corporation who is (✓) personally known to me or (____) produced a _____ driver's license as identification.

Notary Public, State of
Commission no.:
My commission expires:

ERIN SIERRA
Notary Public, Georgia
Forsyth County
My Commission Expires
December 21, 2026

Affidavit Regarding Foreign Countries of Concern

State of ~~Florida~~ GA
County of Cherokee

Name of Vendor: Bennett Fire Products Company, Inc.

Address: 195 Stockwood Drive, Suite 170 Woodstock GA 30188

Phone Number: 770-402-9910

Authorized Representative's Name: Danny Bennett

Authorized Representative's Title: President

Effective January 1, 2024, Section 287.138, Florida Statutes, prohibits a Florida governmental entity from entering into a contract that may grant or allow access to any individual's personal identifying information unless the contracting entity furnishes an affidavit signed by an officer or representative under penalty of perjury concerning foreign countries of concern.

As the person authorized to sign on behalf of the vendor, I certify that:

- The vendor is not owned by 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, or by any agency of or any other entity of significant control of any of such foreign country of concern.
- 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 does not have a controlling interest in the vendor.
- The vendor is not organized under the laws of and does not have its principal place of business in 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.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

The foregoing instrument was acknowledged before me this 18th day of August, 2025, by Danny Bennett, as President of Bennett Fire Products Co., Inc., on behalf of the said Corporation who is (✓) personally known to me or (____) produced a _____ driver's license as identification.

Notary Public, State of
Commission no.:
My commission expires:

ERIN SIERRA
Notary Public, Georgia
Forsyth County
My Commission Expires
December 21, 2026

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO FLORIDA STATUTES § 287.135

Section 287.135, Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services:

(a) 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; or

(b) For One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria.

I, Danny Bennett (name of authorized person), on behalf of Bennett Fire Products Company, Inc. (proposer), hereby certify that Bennett Fire Products Company, Inc. (company):

1. Does not participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel List; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Is not engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and costs.

I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List, has been placed on the Scrutinized Companies with Activities in Sudan list, has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in a boycott of Israel.

Submitting a false certification shall be deemed a material breach of contract. The City of Winter Haven shall provide notice, in writing, to the Contractor of the City's determination that the Contractor provided a false certification. The Contractor shall have

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO FLORIDA STATUTES § 287.135

ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate within 90 days following receipt of the notice that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and bring a civil action against the company pursuant to § 287.135, Florida Statutes.

Submitted by:

Bennett Fire Products Company, Inc.
Firm Name

Danny Bennett
Signature

Danny Bennett, President
Name and Title (Print or Type)

August 18, 2025
Date

Affidavit Regarding the Use of Coercion for Labor and Services

Effective July 1, 2024, Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

As the person authorized to sign on behalf of the vendor, I certify that the vendor identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use 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;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of Florida Statute 893.03 to any person for the purpose of exploitation of that person.

Scrutinized Companies Certification

Section 287.135, Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services:

(a) 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; or

(b) For One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the firm, I certify that the firm identified below does not:

1. Does not participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel List; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Is not engaged in business operations in Cuba or Syria.

REQUIRED FORM AFFIDAVITS

Affidavit of Prime Bidder

Non-Collusion: The Contractor 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 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/consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) {Section 274a(e) of the IMMIGRATION AND NATIONALITY ACT ("INA"). 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).

Affidavit Regarding Foreign Countries of Concern

Effective January 1, 2024, Section 287.138, Florida Statutes, prohibits a Florida governmental entity from entering into a contract that may grant or allow access to any individual's personal identifying information unless the contracting entity furnishes an affidavit signed by an officer or representative under penalty of perjury concerning foreign countries of concern.

As the person authorized to sign on behalf of the vendor, I certify that:

- The vendor is not owned by 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, or by any agency of or any other entity of significant control of any of such foreign country of concern.
- 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 does not have a controlling interest in the vendor.
- The vendor is not organized under the laws of and does not have its principal place of business in 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.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and costs.

I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List, has been placed on the Scrutinized Companies with Activities in Sudan list, has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in a boycott of Israel.

Submitting a false certification shall be deemed a material breach of contract. The City of Winter Haven shall provide notice, in writing, to the Contractor of the City's determination that the Contractor provided a false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate within 90 days following receipt of the notice that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and bring a civil action against the company pursuant to § 287.135, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true:

Danny Bennett 2/3/2026
Proposer's signature & date

Name of Vendor: Bennett Fire Products Company, Inc.

Address: 195 Stockwood Drive, Suite 170 Woodstock GA 30188

Phone Number & Email: 770-402-9910 bennettfire@att.net

Authorized Representative's Name: Danny Bennett

Authorized Representative's Title: President

STATE OF Georgia **COUNTY OF** Cherokee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this (date) February 3, 2026 by (name of person acknowledging) Danny Bennett, who is personally known to me or who has produced (type of identification) _____ as identification.

Notary Public – Signature

Erin Sierra
Name typed, printed or stamped

My Commission Expires:

ERIN SIERRA
Notary Public, Georgia
Forsyth County
My Commission Expires
December 21, 2026

DATE: February 3, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

SUBJECT: RFQ-26-13 – Approval of Agreement for Construction, Engineering, and Inspection (CEI) Services for the East Winter Haven Aquifer Recharge at the Bradco Managed Aquifer Recharge Well

---

BACKGROUND

On November 19, 2025, the City of Winter Haven issued a Request for Qualifications (RFQ-26-13) for the Construction, Engineering, and Inspection (CEI) services for the East Winter Haven Aquifer Recharge at the Bradco site (Managed Aquifer Recharge Well). A public meeting was held January 5, 2026, where the Professional Services Committee (PSC) endorsed Jones Edmunds and Associates, Inc., Winter Haven, Florida for the services. On January 26, 2026, the Commission authorized the City Manager, or his designee, to negotiate an agreement for the project with Jones Edmunds and Associates, Inc.

Jones Edmunds and Associates, Inc., has drafted a Scope of Services in the amount of $513,190, to serve as the City's direct representative, overseeing the construction of the MAR well for the East Winter Haven Aquifer Recharge project at the Bradco site. The CEI services include construction management service, inspection, operation testing, and the final permitting of the MAR well. The MAR well will offset aquifer withdrawals, replenish aquifer water supplies, and protect natural systems. Construction is anticipated to be completed in one year.

FINANCIAL IMPACT

Funds are budgeted in Fiscal Year 2025/2026 in account 402-08-324-6301-UTL-2624 (ASR Wellfield-CEI Services & Construction) in the amount of $513,190.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.3 – Ensure an actionable strategy is in place for the future of water resources.

- **Strategy:** 3.3.1 – Adopt, implement, and maintain the One Water Master Plan to ensure sufficient capacity for potable, reuse and wastewater needs.

RECOMMENDATION

Staff recommends the City Commission approve the Scope of Services as outlined herein for Construction Engineering and Inspection Services for the East Winter Haven Aquifer Recharge at Bradco, Managed Aquifer Recharge Well, to Jones Edmunds and Associates, Inc. in the amount of $513,190 and the CEI Agreement and authorize the City Manager, or his designee, to execute same and to take any and all actions necessary related to these matters.

ATTACHMENTS

- CEI Agreement
- Exhibit A – RFQ-25-13 CEI Services for Managed Aquifer Recharge Well at Bradco
- Exhibit B – RFQ-26-13 Jones Edmunds
- Exhibit C – MAR Well CEI Services Jones Edmunds

CITY OF WINTER HAVEN, FLORIDA
CONSTRUCTION, ENGINEERING, AND INSPECTION
PROFESSIONAL SERVICES AGREEMENT

This ***Construction, Engineering, and Inspection Professional Services Agreement*** ("*CEI Agreement*") is made between the City of Winter Haven, Florida, a Florida municipal corporation ("City") and the following Professional Services vendor:

Vendor Name and Address:

Jones, Edmunds & Associates, Inc.
324 S. Hyde Park Avenue, Suite 250
Tampa, FL 33606
tfriedrich@jonesedmunds.com

("Vendor").

WHEREAS, the City issued *City of Winter Haven Request for Qualifications RFQ 26-13* ("RFQ") for the purpose of soliciting qualification statements from engineering firms interested in entering into a contract for typical construction, engineering, and inspection ("CEI") services associated with the East Winter Haven Aquifer Recharge at Bradco Managed Aquifer Well project (the "Professional Services") with the City; and

WHEREAS, in compliance with the protocol prescribed by the Florida *Consultants' Competitive Negotiation Act* ("CCNA"), codified at § 287.055 of the Florida Statutes, Vendor was selected by the City's governing body as the most qualified firm to perform the Professional Services envisioned by the RFQ; and

WHEREAS, this *CEI Agreement* is the result of the "Competitive Negotiation" phase of the CCNA protocol and is determined by the City's governing body to be "fair, competitive and reasonable" for the City and its citizens; and

WHEREAS, the Professional Services needs for the City to be performed by the Vendor are described more fully in the scope of work included within the City's RFQ 26-13 and the Vendor's response thereto which are attached hereto as Exhibit 'A' ("RFQ 26-13 and *CEI Agreement Scope of Work*"); and

WHEREAS, the City intends to fulfill its project needs by the terms and conditions of this *CEI Agreement*; and

WHEREAS, Vendor has agreed to provide Professional Services to the City upon the terms and conditions as hereinafter set forth;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the exchange of which is both acknowledged and deemed sufficient by the parties as binding, and *subject always* to availability of funding as determined by the City's annual

appropriations process, the City agrees to retain Vendor and Vendor agrees to perform Professional Services for the City, as described in the RFQ, upon the following terms and conditions:

ARTICLE I
INITIAL PROVISIONS

1.1 Incorporation of Recitals

The foregoing recitals are found factually true by the parties and are incorporated in this *CEI Agreement* as if set forth herein in full.

1.2 Agreement Not Exclusive

Vendor acknowledges that this *CEI Agreement* does not constitute an exclusive agreement with the City for the performance of Professional Services and that the City has or may enter into multiple contracts with multiple vendors covering the same or similar contract services or specific project-related services, depending on the circumstance, in compliance with the CCNA and applicable Florida law.

1.3 Time of the Essence in Completion of Work

(a) Vendor understands and acknowledges that **time is of the essence in completion** of all Professional Services work assigned under this *CEI Agreement* and the City may incur damages if such work is not completed on time. The Vendor shall at all times carry out its duties and responsibilities as expeditiously as possible, consistent with the level of professional skill and care required hereunder and in accordance with any design schedule agreed upon by the Vendor and the City, subject to such delays that are not the fault of the Vendor or anyone working on behalf of Vendor. Vendor represents that it is thoroughly familiar with and understands the requirements of the scope or work in this *CEI Agreement* and is experienced in its practice areas as well as the design and administration of construction of building projects of the type and scope within such practice areas or as related to the specific project identified herein, whichever may apply.

(b) Vendor shall achieve final completion of this *CEI Agreement* and each assigned task therein within an agreed time period determined and agreed upon by both parties from the date appearing in the ***Notice To Proceed*** form for the envisioned project. Vendor agrees to begin each assigned task in conformity with the provisions set forth and to prosecute it with all due diligence so as to complete the entire envisioned work and project by the time limits set forth in the agreed time period. With respect to tasks that have fixed deadlines, once such deadlines are established, time will be of the essence unless stated otherwise, and liquidated damages may be applicable in the event of delay attributable to Vendor in the performance of its obligations hereunder.

1.4 Vendor's Key Professionals

Vendor shall use the key professionals as designated in Exhibit 'B' attached hereto and incorporated herein ("Vendor's Response to RFQ 26-13") to manage all work assigned to it by City under this *CEI Agreement*. Vendor shall not remove or replace anyone on its key professionals list during the term of this *CEI Agreement*, except upon approval by the City in writing based upon good cause shown. Further, if anyone on the Vendor's key professionals list discontinues service for any reason whatsoever, Vendor shall promptly replace such person with an individual approved by the City, in writing, which approval will not be unreasonably withheld.

1.5 Vendor Preparation

Vendor shall:

(a) visit and properly inspect, consistent with the level of professional skill and care required hereunder, any and all physical site(s), structure(s) or man-made feature(s) to be modified that are identified by the City as the subject of the Vendor's Professional Services to be performed in the *CEI Agreement Scope of Work* assigned to Vendor herein;

(b) familiarize itself with any and all surveys, including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes identified by the City as having or likely to have an impact on the Vendor's performance of Professional Services;

(c) familiarize itself with all layout and design requirements prescribed by the City, conceptual design objectives sought to be achieved by the City, and budget limitations applicable to the City's need for Professional Services;

(d) familiarize itself with pertinent dates and programming needs, including any applicable design schedule(s);

(e) review and analyze all geotechnical, hazardous substances, structural, chemical, electrical, mechanical and construction materials tests, reports, investigations and recommendations; and

(f) gather any other information necessary for a thorough understanding of the City's need for Professional Services.

If the City's need for Professional Services involves modifications to any existing structure(s) or other man-made feature(s) on a particular site, the Vendor shall also review all as-built and record drawings, plans and specifications of which the Vendor has been informed by the City and properly inspect, as is consistent with the level of professional skill and care required hereunder, the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components.

1.6 Coordination

Vendor shall perform its Professional Services in conjunction, and in coordination, with services to be performed by any builder or contractor engaged by the City to construct the subject of the Vendor's Professional Services.

1.7 Cooperation

Vendor shall endeavor to develop, implement and maintain, in consultation with the City and any other party involved in the subject of the Vendor's Professional Services, a spirit of cooperation, collegiality, and open communication so that the goals and objectives of each are clearly understood, potential problems are resolved promptly and, upon completion, the City's need for professional services is deemed a success.

1.8 Correction of Errors and Omissions

Vendor shall, at no additional cost to the City, immediately make additions, changes and corrections to any documents prepared by Vendor necessitated by errors and omissions in the Vendor's performance of its Professional Services.

1.9 Professional Standards

(a) Vendor shall perform its services in accordance with the generally accepted standards and practices customarily utilized by competent consulting firms furnishing the similar types of services specified herein in this *CEI Agreement* in effect at the time that Vendor's services are rendered.

(b) Vendor shall be responsible for the validity, completeness and accuracy of information it chooses to rely upon in performing its services specified herein in this *CEI Agreement*, regardless of whether such information is provided to it by a third party or determined by it from independent work.

1.10 Schedule of Work

City has the sole right to determine which task, unit, or section of work that Vendor shall execute and in what order. Authorization by the City, which may be in a separate writing, shall cover in detail the scope and intent of the proposed services.

1.11 No Equitable Increases in Costs or Price; No Damages For Delay By City

(a) Vendor shall not be entitled to an equitable increase in the contract price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay,

disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Vendor agrees that extensions of the contract time, as may be agreed upon by the City, are the sole and exclusive remedy for events of delay.

(b) If Vendor submits a schedule or expresses an intention to complete tasks or work required by any required milestone or completion date, the City shall not be liable to Vendor for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless of whether such delay or hindrance was caused by the City or its elected officials, officers, agents, or employees, should Vendor be unable to complete the work before such milestone or completion date as is described within the schedule.

(c) For tasks assigned to Vendor by this *CEI Agreement* that have fixed deadlines, the City reserves the right to seek liquidated damages as a result of any project or work delay.

ARTICLE II
PERFORMANCE OF SERVICES

2.1 Basic Services

Vendor shall provide the City with basic Professional Services:

(a) in the various areas of engineering practice related to matters set forth in the *CEI Agreement Scope of Work*, if designated therein; or

(b) related to specifically identified tasks listed in the *CEI Agreement Scope of Work*, if such tasks are designated therein; or

(c) both of the above, if designated in the *CEI Agreement Scope of Work*.

The basic services that may be required by the City, subject to the *CEI Agreement Scope of Work* are (i) design criteria services, (ii) construction observation services, (iii) post construction services, and (iv) owner's representative services all of which are described herein and authorized by the City pursuant to this *CEI Agreement*.

2.2 Professional Services

Unless specifically and unequivocally instructed differently by the City, Vendor shall:

(a) Consult with and advise the City and act as its representative*, provided* that the City shall retain and always have the sole discretion as to the form of its Contract Documents and how its Contract Documents for the Project are to be amended from time to time, if at all;

(b) Prepare for and attend meetings conducted by the City with representatives of the City's contractors, subcontractors, utility companies and other necessary parties, as directed by the City;

(c) Consult with the City concerning the acceptability of subcontractors and other persons or organizations proposed by the City's contractor for portions of the work;

(d) Furnish to the City's contractors, at contractors' expense and for no more than the actual cost of reproduction, as many copies as are requested of the Contract Documents, construction drawings and specifications for construction purposes;

(e) Review and approve shop and equipment drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, results of tests and inspections, and other data which any contractor is required to submit, and receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by a contractor in accordance with the City's Contract Documents;

(f) Devise a timely and efficient tracking system for shop drawings that are disapproved or for which corrections, modifications, or changes are necessary that accounts for the status of each drawing and party responsible for correcting, modifying or changing each drawing before final approval and acceptance;

(g) Provide technical support and interpretations including responses to the City's contractor's requests for information as necessary and as directed by the City;

(h) Assist the City with review of contractor requests for deviations from the approved design or specifications and prepare and circulate routine change orders as required and all as directed;

(i) Evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor and make recommendations to the City;

(j) Review, verify, approve, and certify contractor monthly estimates, final estimates and payments in compliance with the provisions of the Contract Documents and the time frames for review provided in the *Local Government Prompt Payment Act*;

(k) Periodically review record drawings as prepared by the City's contractors and verify the accuracy and completeness thereof, prior to recommendation to the City of the release of progress payments for the work in question;

(l) Furnish the City with five (5) sets of reproducible revised contract drawings showing the work "as constructed" based on the marked-up prints, drawings, and other data furnished by the contractor's field engineering and inspection personnel considered to be significant;

(m) Track the progress of the contractor and submit a written report to the City at the thirty percent (30%), sixty percent (60%), and ninety percent (90%) stages of the construction as identified by the contractor's original approved schedule or as directed, documenting the progress of the contractor relative to the original approved schedule;

(n) Endeavor to minimize the potential areas for claims by initiating timely, thorough, and complete communication amongst the City, the design and construction contract principals, other local, state, or federal parties (if directed by the City) and any private entities that may also be involved;

(o) Immediately notify the City in writing of all data relevant to potential claims, and of which Vendor is or becomes aware;

(p) Report to the City the status of all significant construction-related system operational and system quality concerns, as well as the actions taken by the Vendor to encourage effective communication between the City and the contractor and the timely resolution of such concerns. If Vendor identifies a concern, Vendor shall keep a detailed log on the item in question and pursue the timely resolution of that item;

(q) Receive and review maintenance operating instructions, schedules, guarantees, bonds, and certificates of inspection, tests and approvals which are to be assembled by the contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals, the results certified will indicate compliance with the Contract Documents, Drawings, and Specifications); and shall transmit them to the City with written comments;

(r) Prepare and furnish to the City such information and such reports as may be requested or directed; and

(s) Provide such pre-construction, construction, and post construction CEI-type services as may be requested or directed, which may include resident project representative services, resident observation services, compliance and regulatory reporting services, testing and operational support services, site inspection services and system start-up services.

2.3 Progress of Work; Liquidated Damages

The Vendor and the City, recognizing that time is of the essence of this *CEI Agreement*, agree that Owner will suffer financial loss if the Project is not completed within the time frames specified in this Agreement, plus any extensions thereof and the delay in completion is attributable to Vendor. They also recognize the delays, expense and difficulty involved in proving in a legal proceeding the actual loss incurred by City if the Project is not completed timely. Accordingly, instead of requiring any such proof, if the Vendor fails to proceed with the diligence required to complete performance of obligations and assigned tasks with fixed deadlines within the Contract Times permitted by the City, or within an extension of that time that the City may grant, the Vendor and the City agree that as liquidated damages for delay (but not as a penalty), Vendor shall pay City the sum of Five Hundred Dollars and no cents ($500.00) for each day that expires after the agreed upon deadline has expired and passed. The City may retain liquidated damages owed to Vendor under this provision from the Vendor's compensation.

ARTICLE III
VENDOR COMPENSATION

3.1 Compensation, Generally

For the Professional Services, the City agrees to pay, and the Vendor agrees to accept compensation in accordance with the compensation method and compensation terms identified in the attached Exhibit 'C' (Vendor's "January 28, 2026 Fee Proposal"). For each proposed item of work envisioned in the RFQ and in the *CEI Agreement Scope of Work* that is not identified in the Vendor's January 28 2026 Fee Proposal, a mutually acceptable fee shall be negotiated for completion of the Professional Services after the scope of services has been defined, but before the specific task is issued. In the event that a Professional Service is assigned to Vendor by the City and a specific fee is not established, Vendor shall bill the City for Professional Services performed using the Vendor's pre-approved hourly rate schedule. Notwithstanding anything herein, the City shall only be obligated to pay for those Professional Services that the Vendor can demonstrate are reasonable, provable, and within the scope of Professional Services of a proper request or assignment by the City.

3.2 Reimbursable Expenses

City agrees to reimburse Vendor for certain direct out-of-pocket expenses as listed below; these direct charges shall be submitted to the City on a timely basis at actual cost, verified by appropriate bills, invoices and other documents. Each claimed reimbursable expense shall not exceed One Thousand Dollars ($1,000.00) except when authorized in an advance writing by the City. Other than the following charges, Vendor shall not be entitled to claim, nor shall Vendor receive, reimbursement for any of its expenses or out-of-pocket charges incurred while performing Professional Services for the City pursuant to this *CEI Agreement* issued pursuant thereto:

(a) *Travel and Subsistence*

Vendor shall be reimbursed for travel and subsistence in accordance with § 112.061, Florida Statutes (2025) for any Class A travel or Class B travel required by the terms of this *CEI Agreement*. All travel and subsistence claims shall be determined based on travel time and distance from Vendor's closest local office to Winter Haven, Polk County, Florida. Notwithstanding anything in this *CEI Agreement* to the contrary, Vendor shall not claim, and Vendor shall not be entitled to receive, any reimbursement for travel and subsistence claims for Class C travel, travel between any two of Vendor's offices, travel between any of Vendor's offices and any of Vendor's subcontractor's offices, or travel between any of Vendor's offices and Winter Haven, Polk County, Florida.

(b) *Printing and Reproduction*

The actual cost of reproduction of reports, plans and specifications except as otherwise provided for in or required by this *CEI Agreement*.

(c) *Services of Others*

The actual cost of services for others when authorized by the City.

3.3 No Equitable Increases in Compensation

Notwithstanding anything appearing in this *CEI Agreement*, in any City instructions or directions issued pursuant to this *CEI Agreement*, or in any form of agreement or contract executed between the City and a construction contractor, Vendor's compensation by the City shall not be equitably increased under any circumstance.

3.4 Amendments to Hourly Rate Schedule

During the term of this *CEI Agreement*, once Vendor obtains the pre-approval of an hourly rate schedule, the hourly rate schedule may only be amended by mutual agreement of the Vendor and the City in writing.

ARTICLE IV
PAYMENTS TO VENDOR

4.1 Payments, Generally

City shall pay Vendor for Professional Services rendered in accordance with the terms and conditions of the *Local Government Prompt Payment Act*, Part VII, Chapter 218, Florida Statutes (the "Act"). As used in the Act, the term "interest" shall mean one percent (1%).

4.2 Withheld Payments

When the City has reasonable ground for belief, or information to believe, that (a) Vendor will be unable to perform the assigned Professional Services within the related time frame or (b) a meritorious claim exists against Vendor or the City arising out of Vendor's negligence or Vendor's breach of any provision of this *CEI Agreement* or any task assignment, City may withhold a payment otherwise due and payable to Vendor. Any payment so withheld may be retained by the City for such period as it deems advisable to protect the City against any loss or deprivation that the City may incur. This provision is intended solely for the benefit of the City and no person shall have any right against the City, or its agents, employees or officials, by reason of the City's withholding of Payments. Interest no greater than one percent (1%) simple interest, per month shall only be payable by the City on amounts withheld under this provision if the City has acted without justification. This provision shall not be construed to limit or in any way prejudice any other right that may accrue to the City.

4.3 Payment at Termination

Upon the termination of this *CEI Agreement*, Vendor shall prepare a final and complete statement for all Professional Services and reimbursable expenses incurred since the posting of the last statement to and through the date of termination.

4.4 Final Payment

The acceptance by Vendor, its successors, or assigns, of any final payment due upon termination of this *CEI Agreement*, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized Professional Services rendered prior to such final payment that Vendor, its successors, or assigns have or may have against the City under the provisions of this *CEI Agreement*, unless otherwise previously and properly filed pursuant to the provisions of this *CEI Agreement* in a court of competent jurisdiction. This subsection does not affect any other portion of this *CEI Agreement* that extends obligations of the parties beyond final payment.

4.5 Sales Tax

Under Florida law, City is exempt from sales taxes imposed upon Professional Services when City purchases such services directly. Vendor agrees to pay actual taxes imposed or assessed as a result of the provision of any Professional Services provided under this *CEI Agreement*. City and Vendor agree that this subsection may be modified by a duly executed amendment in the event of future changes to Florida law that affect the parties, terms, or conditions of this *CEI Agreement*.

4.6 Payment Disputes

In accordance with the Act, § 218.76(2), Florida Statutes, any dispute arising with respect to payment by the City pursuant to this *CEI Agreement*, shall not constitute a material breach of this *CEI Agreement* but shall, instead, be subject to the dispute resolution procedure provided for

by local law. In the absence of such procedure, a dispute shall be subject to mediation before any party may terminate this *CEI Agreement* for cause, or institute litigation.

ARTICLE V
TERM OF AGREEMENT, SUSPENSION OF WORK AND TERMINATION

5.1 Term of Agreement

This *CEI Agreement* shall be effective on the day it is executed by both parties ("Effective Date"). The initial term of this *CEI Agreement* shall begin on its Effective Date and end on September 30 of the third full municipal fiscal year thereafter. Upon expiration of the initial term, or of any renewal term, this *CEI Agreement* may be renewed for a new term of three (3) fiscal years by mutual agreement of the parties.

5.2 Suspension of Work

Work being performed under this *CEI Agreement* may be suspended as follows:

(a) *By City*

By written notice to Vendor, City may suspend all or a portion of Vendor's work under this *CEI Agreement* if unforeseen circumstances beyond the City's control make normal progress impracticable. If the suspension is greater than sixty (60) days, Vendor shall have the right to terminate this *CEI Agreement* in accordance with Paragraph 5.3(c) below. The City's suspension of work hereunder shall be without prejudice to any other remedy of the City at law or equity.

(b) *By Vendor*

By written notice to the City, Vendor may suspend work under this *CEI Agreement* if it reasonably determines that working conditions at a work site that are outside of its control are unsafe or in violation of applicable laws. If the suspension is greater than sixty (60) days, the City shall have the right to terminate this *CEI Agreement* in accordance with Paragraph 5.3(c) below. The Vendor's suspension of work hereunder shall be without prejudice to any other remedy it may have at law or equity.

5.3 Termination of Agreement

(a) *By City*

This *CEI Agreement* may be terminated by the City as follows:

(1) for its convenience on thirty (30) days' written notice to Vendor; or

(2) for cause, if Vendor or any entity utilized by Vendor to provide Professional

Services under this *CEI Agreement* materially breaches this *CEI Agreement* through no fault of the City and Vendor neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after City has given written notice of the alleged breach to Vendor.

(b) *By Vendor*

This *CEI Agreement* may be terminated by Vendor as follows:

(1) for its convenience on ninety (90) days' written notice to City; or

(2) for cause, if the City materially breaches this *CEI Agreement* through no fault of Vendor and the City neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after Vendor has given written notice of the alleged breach to the City.

(c) *Termination After Suspension*

If work under this *CEI Agreement* has been suspended under the provisions of Paragraph 5.2 for more than sixty (60) days in the aggregate, the party with a right of termination may, for its convenience and upon five (5) days' notice to the other party, terminate this *CEI Agreement*.

(d) *Payment Upon Termination*

If The City terminates this Agreement for convenience, the City will pay Vendor for all services rendered up through the date of termination that the City determines is appropriate. If the City terminates this Agreement for cause, the City may withhold payment to in part compensate City for any damage, but will otherwise pay Vendor for all services rendered through the date of termination that the City determines is appropriate.

ARTICLE VI
DOCUMENTS AND INSTRUMENTS OF SERVICE

6.1 Documents; Ownership and Reuse

All documents, including without limitation, drawings, test results, recommendations, technical specifications, and reports, whether in hard copy or electronic form, which are prepared by Vendor solely as a result of or for the purposes of this *CEI Agreement*, shall become the property of the City when Vendor has been fully compensated for its services. Upon receipt of final payment, Vendor shall transfer to the City all legal and equitable rights to such documents, including copyrights. Vendor and City recognize that Vendor's work product submitted in performance of this *CEI Agreement* is intended only for the project and tasks described herein. The City's alteration of Vendor's work product or its use for any other purpose shall be at the City's own risk and the City shall hold harmless and indemnify, in an amount not to exceed the

monetary limits of Florida's waiver of sovereign immunity announced in § 768.28(5), Florida Statutes (2025) in total regardless of the theory or cause of action, against all losses, damages, costs and expenses, including attorneys' fees, that may arise out of or relate directly to any such alteration or unauthorized use.

6.2 Electronic Documents

As an accommodation to the City, Vendor shall make copies of its work product documents available in standardized electronic computer-readable media. These documents will duplicate the original sealed documents provided as work product but will not bear the signature or professional seal of the registered professional responsible for the work. During the performance of work under this *CEI Agreement* Vendor will maintain an official copy of each of its work product documents in electronic form, which shall serve as the official archived electronic record. Upon receipt of final payment, Vendor shall transfer to the City all of its official archived electronic records. Vendor may keep and use a copy of the City's official archived electronic records for its own purposes.

ARTICLE VII
INDEMNIFICATION

7.1 Vendor's Indemnification

Vendor shall indemnify and hold harmless the City, its elected and appointed officials, officers, agents, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor or anyone employed or utilized by Vendor in the performance of this Agreement or any work order that relates to the Project.

7.2 Consideration for Indemnification

Vendor acknowledges that Five Hundred Dollars ($500.00) of the amount paid to it under this *CEI Agreement* is in consideration, for its contractual indemnification given to the City in Article VII and deems such sum to be adequate consideration.

ARTICLE VIII
INSURANCE

8.1 Insurance, Generally

Vendor shall purchase, maintain, and keep in full force, effect, and good standing, policies of insurance with general lines insurance carriers licensed to do business in the State of Florida rated B+ or better by A.M. Best, and any other insurance necessary, to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, its operations, performance, or Professional Services, or all of these things, or any of these things in combination, whether such operations, performance or Professional Services are by Vendor, any of its officers, employees, agents or subcontractors, or anyone for whose act or acts it may be liable:

(a) Claims under Workers Compensation, disability benefit, or other (similar) employee benefit acts; and

(b) Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees; and

(c) Claims for damages for personal injury; and

(d) Claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting therefrom.

8.2 Limits of Liability and Specific Requirements

The insurance required by this *CEI Agreement* shall be written for not less than the limits of liability specified below, or required by law, ***whichever is greater***, and shall include contractual liability insurance as applicable to Vendor's obligation under Paragraph 8.1, above.

(a) *Worker's Compensation*

Coverage is to apply for all employees for statutory limits in compliance with applicable state and federal laws. The policy must include Employers' Liability with a limit of not less than $500,000 each accident, not less than $500,000 each employee, and not less than $500,000 policy limit for disease.

(b) *Commercial General Liability*

Vendor shall maintain commercial general liability ("CGL") insurance with a limit of not less than $500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the location or project in the amount of not less than $1,000,000. Products and completed operations aggregate shall be in the amount of not less than $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent

contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at not less than $100,000.

(c) *Commercial Automobile Liability Insurance*

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

(d) *Errors and Omissions*

Vendor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of not less than $1,000,000, with a $500,000 self-insured retention or, Vendor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage) and will thereafter recover the self-insured retention from the insured. The errors and omissions policy shall be in effect and shall insure Vendor's performance on City projects in accordance with the terms thereof. The coverage must respond to all claims reported within four (4) years following the period in which coverage is required.

8.3 <u>Insurance Administration</u>

Vendor shall file insurance certificates with the City, evidencing all insurance coverages referred to in this Article, at least ten (10) calendar days after the Effective Date of this *CEI Agreement*. The certificates shall be fully acceptable to the City in both form and content, and shall provide and specify that the related insurance coverage shall not be canceled or changed without at least thirty (30) calendar days prior written notice having been given to the City. Vendor further agrees that no material modification or reduction shall be made to any insurance policy coverage referred to in this *CEI Agreement*, unless Vendor gives written notice to the City within seven (7) calendar days of Vendor having been given notice by the insurer of such material modification or reduction. "Material modification" shall mean but not be limited to, reduction in the limit of liability by endorsement to the policy during the policy period, change and types of claims payable, or any other change that significantly reduces the coverage originally provided in the policy's terms. Vendor shall have thirty (30) calendar days following any such modification to file a revised insurance certificate with the City demonstrating that the particular coverage has either been reinstated, or has been provided through one or more other insurers that are acceptable to the City. Failure of Vendor to obtain the City's approval, or to satisfy the City with respect to the form and content of Vendor insurance certificates, shall be grounds for termination of the *CEI Agreement* as specified in Paragraph 5.3(a)(2). It is also understood and agreed that it is Vendor's sole burden and responsibility to coordinate activities between itself, the City, and its insurers so that certificates are acceptable to and accepted by the City within the time limits described herein.

8.4 City to be Additional Insured; Vendor to be Primary Insured

The City shall be listed as an additional insured on all insurance coverage required by this *CEI Agreement*, except worker's compensation and professional liability/errors and omissions insurance. Furthermore, all other insurance policies pertaining to the services to be performed under this *CEI Agreement* shall memorialize that the insurance provided by Vendor, Vendor's subcontractors, or all of these entities ("primary insureds") shall apply on a primary basis, and that any other insurance maintained by the City shall be in excess of and shall not contribute to or be commingled with the primary insureds' insurance.

8.5 Insurance to be Without Recourse

Vendor shall ensure that any company issuing insurance to cover the requirements contained in this *CEI Agreement* agrees that they shall have no recourse against the City for payment or assessments in any form on any policy of insurance. All required insurance policies shall preclude any insurer's rights of recovery or subrogation against the City with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance. Violation of the terms of this paragraph and its subparts shall constitute a breach of this *CEI Agreement*, and the City, at its sole discretion, may cancel the *CEI Agreement* and all rights, title and interest of the Vendor shall thereupon cease and terminate.

8.6 City's Right to Require Additional Insurance

The City reserves the right to require or adjust any of the insurance coverages it deems necessary depending upon the company, the work to be performed, the overall project or the potential exposures.

8.7 Insurance Required Before Commencement of Activity

Vendor shall not commence performance of duties under this *CEI Agreement* until it has obtained all insurance coverages required under this Article and all certificates of insurance have been approved by the City. Further, Vendor shall not allow any of its subcontractors to commence performance of duties under any contract or agreement with the City until all similar such insurance coverages and certificates of insurance required have been obtained and approved.

8.8 City's Right of Inspection

Vendor shall, upon thirty (30) days written request from the City, deliver copies to the City of any or all insurance policies that are required in this *CEI Agreement*; ***provided however*** that Vendor shall be entitled to redact all confidential information on copies of all such policies of insurance that are delivered to the City, other than appropriate and relevant coverage information, policy limits, policy deductibles, insurance exclusions and information related thereto.

ARTICLE IX
MUNICIPAL PROVISIONS

9.1 Sovereign Immunity

City is a sovereign Florida municipal government. Nothing contained in this *CEI Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed, the parties agree that the total liability of the City to Vendor shall not exceed the agreed-upon price established hereunder. For all other matters, the parties agree that the total liability of the City to Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5), Florida Statutes (2025), regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

9.2 Audit Rights

The City reserves the right to audit the records of Vendor related to compensation issues associated with the *CEI Agreement Scope of Work* at any time during the execution of the same and for a period of one (1) year after final payment is made. Failure of Vendor to maintain sufficient auditable records will authorize the City to determine, at its sole and conclusive discretion, the time and cost expended from information maintained by Vendor relevant to the work and projects performed pursuant to this *CEI Agreement*.

9.3 Public Records

Pursuant to Florida law, § 119.0701, Florida Statutes, Vendor must comply with Florida's public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services herein.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City agency in a format that is compatible with the City's information technology systems.

Notice Required by F.S. § 119.0701:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, EXT. 224, VCASTILLO@MYWINTER HAVEN.COM, 451 THIRD STREET, N.W., WINTER HAVEN, FL 33881.

If Vendor does not comply with a public records request, City shall enforce the Agreement which may include immediate termination of the Agreement.

ARTICLE X
GENERAL PROVISIONS

10.1 No Assignment

This *CEI Agreement* is binding on the heirs, successors, and assigns of the parties hereto. This *CEI Agreement* may not be assigned by Vendor or the City without prior, written consent of the other. Vendor shall not sublet, assign, or transfer any work under this *CEI Agreement* without prior written consent of the City.

10.2 No Benefit for Third Parties

The services to be performed by Vendor under this *CEI Agreement* are intended solely for the benefit of the City, and no benefit is conferred on, nor is any contractual relationship established with any person or entity not a party to this *CEI Agreement*.

10.3 Compliance with Applicable Laws; New Regulations; Ethical Warranty

(a) Vendor agrees to comply with all federal, state, and local laws or ordinances applicable to all of the provisions of this *CEI Agreement*.

(b) Vendor agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the City or Vendor to qualify for local, state or federal funding for the Professional Services to be rendered by Vendor hereunder, then vendor shall consent to and make such modifications or amendments in a timely manner. If Vendor is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for services to be rendered herein, then the City shall have the right, by written notice to Vendor, to terminate this *CEI Agreement* for convenience.

(c) Vendor represents and warrants unto the City that no officer, employee, or agent of the City has any interest, either directly or indirectly, in the business of Vendor to be conducted hereunder. Vendor further represents and warrants unto the City that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this *CEI Agreement*, 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 a bona fide employee working solely for Vendor, in consideration for or contingent upon, or resulting from the award or making of this *CEI Agreement*. Further, Vendor also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this *CEI Agreement*, to employ or retain the services of any person, company, individual or firm in connection with carrying out this *CEI Agreement*. It is absolutely understood and agreed by Vendor that, for the breach or violation of this representation and warranty, the City shall have the right to terminate this *CEI Agreement* without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any percentage, gift, loan, or anything of value paid by Vendor. Vendor shall also require, by contract, that all of its subcontractors shall comply with the provisions of this representation and warranty.

(d) *Scrutinized Companies.* Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City 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 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Contract, Contractor certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. Contractor understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification.

(e) *Public Entity Crimes; 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 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 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Contract, Contractor certifies that it is not on the convicted vendor list.

(f) *Drug-Free Workplace.* By executing this Contract, Contractor certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

(g) *E-Verify.* By entering into this Contract, the Contractor becomes obligated 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 Contractor and any subcontractor hired by the Contractor. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor 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 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 1 year after the date of termination.

(h) *No Consideration of Social, Political, and Ideological Interests.* Contractor acknowledges receipt of notice from the City of the provisions of Section 287.05701 of the Florida Statutes which prohibits 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. Contractor affirms and agrees that the City did not request any documentation about, or give any consideration to, the Contractor's social, political, or ideological interests in the award of this Contract.

(i) *Contracting with Foreign Entities.* By executing this Contract, Contractor 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, Contractor certifies that no government of a Foreign Country of Concern has a "controlling interest" in Contractor as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Contractor organized under the laws of a Foreign Country of Concern, nor does the Contractor have its principal place of business located in a Foreign Country of Concern. If this Contract permits the Contractor to access the personal identifying information of any individual, Contractor agrees to notify the City in advance of any contemplated transaction that would cause Contractor to be disqualified from such access under Section 287.138 of the Florida Statutes. Contractor agrees to furnish the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

(j) *No Coercion.* Contractor acknowledges that Section 787.06 of the Florida Statutes requires each nongovernmental entity that is executing, renewing, or extending a contract with a public governmental entity to provide the governmental entity with an affidavit signed by an officer or authorized representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as those terms are defined by law. Contractor agrees to furnish the City with the necessary affidavit signed by an officer or authorized representative of Firm under penalty of perjury at any time and upon request.

10.4 Severability and Substitution

If any part of this *CEI Agreement* is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, and a similar, valid and enforceable provision of like effect and intent shall be inserted in its place as far as is practicable. If the unenforceable part of this *CEI Agreement* cannot be remedied by substitution, it shall be excised and the remainder of the *CEI Agreement* shall be in full force and effect as if adopted in its absence. To this extent, the parties declare this *CEI Agreement* to be severable.

10.5 Venue

(a) Each of the parties hereto hereby irrevocably agrees that venue for any suit, action or other legal proceeding against any of them arising with respect to this *CEI Agreement* shall lie exclusively in the state court system situated in Polk County, State of Florida, consisting currently at the time of execution hereof of the County Court in and for Polk County, Florida and the Circuit Court for the Tenth Judicial Circuit in and for Polk County, Florida.

(b) Each of the parties hereto hereby irrevocably agrees that venue for any suit, action or other legal proceeding against any of them arising with respect to this *CEI Agreement* shall not lie in any federal court, regardless of diversity of citizenship, amount in controversy or basis of question.

(c) Each of the parties hereto hereby irrevocably agrees to waive any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in Paragraph 10.5(a) or to service of any writ, summons or other legal process in accordance with applicable law.

10.6 Attorneys' Fees

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable attorneys' fees and all other costs of such proceedings, both trial and appellate.

10.7 Subordination of Subsequent Writings; Conflict Priority

(a) The provisions of this *CEI Agreement* are superior to any provision set forth in a subsequent writing issued pursuant to the terms of this *CEI Agreement*. In the event of any discrepancy between the language of this *CEI Agreement* and any subsequent writing, unless this *CEI Agreement* is formally amended thereby, the provisions of such writing are subject to and subordinate to the provisions of this *CEI Agreement* and the language of this *CEI Agreement* shall prevail.

(b) In the event that the terms of this *CEI Agreement* and the terms of any document attached hereto conflict, the terms of Exhibit 'A', RFQ 26-13, shall control, followed by the terms of the main text of this *CEI Agreement*, followed next by the terms of Exhibit 'B' to this *CEI Agreement*, and followed last by the terms of Exhibit 'C' to this *CEI Agreement*.

10.8 Governing Law; Merger; Amendments

(a) The validity, interpretation, construction and effect of this *CEI Agreement* shall be in accordance with and governed by the laws of the State of Florida only.

(b) This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

(c) No alteration, change, or modification of the terms of this *CEI Agreement* shall be valid unless made in writing and signed by both parties hereto.

10.9 Headings

The headings or titles of the paragraphs of this *CEI Agreement* are for purposes of convenience only and shall not be utilized for purposes of interpretation of any of the provisions of this *CEI Agreement*.

10.10 Remedies

All remedies provided in this *CEI Agreement* shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available to either party, at law or in equity. No delay or omission to exercise any City right or City power accruing upon any event of default shall impair any City right or City power nor shall it be construed to be a waiver of any event of default or acquiescence in it, and every City right and City power may be exercised from time to time as often as may be deemed expedient.

10.11 Public Entity Crimes

Any person or affiliate, as defined in § 287.133, Florida Statutes, shall not be allowed to contract with the City, nor be allowed to enter into a subcontract for work on this *CEI Agreement*, if such person or affiliate has been convicted of a public entity crime within three (3) years of the date this *CEI Agreement* was advertised for proposals, or if such person or affiliate was listed on the State of Florida's convicted vendor list within three (3) years of the date this *CEI Agreement* was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency, federal, state or local, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with the City obtained in violation of this Paragraph shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this Paragraph shall be removed from all work and promptly replaced by a subcontractor acceptable to the City.

10.12 Licenses

Vendor shall, during the life of this *CEI Agreement*, procure and keep in full force, effect and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state and federal law in order for Vendor to render Professional Services to the City. Vendor shall require all of its subcontractors to comply by contract with the provisions of this Paragraph.

10.13 Mutual Waiver of Claim

Vendor and the City hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this *CEI Agreement* or any part thereof, or by any judgment or award in any suit or proceeding declaring this *CEI Agreement* null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

10.14 Notices

All notices, demands, requests, consents, approvals, and other communications (collectively, "Notices"), required or permitted to be given hereunder shall be in writing and sent by electronic mail and by either: (a) registered or certified mail, postage prepaid, return receipt requested; or, (b) special delivery service (e.g. Federal Express, DHL, UPS); addressed to the party to be so notified as follows:

City:

T. Michael Stavres
City Manager
City of Winter Haven, Florida
451 Third Street, N.W.
Winter Haven, Florida 33881
Email: mstavres@mywinterhaven.com

With a copy to
(which shall not constitute notice):

Frederick J. Murphy, Jr., Esq.
City Attorney, City of Winter Haven, Fla.
Boswell & Dunlap LLP
245 South Central Avenue
Bartow, Florida 33830
Email: fjm@bosdun.com

Vendor:

At the address specified on Page 1 hereof

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person or delivered to the previously-designated address shall be effective.

10.15 Authorization

The persons executing this *CEI Agreement* on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this *CEI Agreement*, and that such persons have been duly authorized to execute this *CEI Agreement* on their behalf.

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Vendor
Jones Edmunds & Associates, Inc.:

Executed this 20th day of March, 2026.

By: Stanley F. Ferreira, Jr.
Stanley F. Ferreira, Jr. (Mar 20, 2026 16:11:07 EDT)
Name: Stanley F. Ferreira, Jr., PE
Title: President & CEO

City of Winter Haven, Florida:

Executed this ____ day of _____, 2026.

By: _____
Name: T. Michael Stavres
Title: City Manager

EXHIBIT 'A'

RFQ 26-13 AND CEI AGREEMENT SCOPE OF WORK

EXHIBIT 'B'

RESPONSE TO RFQ 26-13

EXHIBIT 'C'

JANUARY 28, 2026 FEE PROPOSAL LETTER

January 28, 2026

Mark W. Bombard
Assistant Director
City of Winter Haven
401 6th Street Southwest
Winter Haven, Florida 33880

RE: City of Winter Haven Bradco Site Aquifer Recharge Well Construction Services
Jones Edmunds Opportunity No. 95300-294-25

Dear Mr. Bombard:

Thank you for the opportunity to support the City of Winter Haven in the continued development of your aquifer recharge program. Jones Edmunds, in coordination with ASRus, is pleased to submit the following Scope of Services for the next phase of the Bradco Site Aquifer Recharge (AR) Project in support of the East Winter Haven Aquifer Recharge and Wetland Restoration Project. This includes construction contract administration, oversite, and testing services for the new well construction.

BACKGROUND

The City is in the Southern Water Use Caution Area (SWUCA) as identified by the Southwest Florida Water Management District (SWFWMD). Area water supplies and natural systems have been impacted by land use changes, aquifer withdrawals, and drainage. Protecting and restoring natural systems and quality-of-life components (including lakes) are paramount as the community grows and develops.

The City is developing projects that will offset the aquifer withdrawals, replenish aquifer water supplies, and protect natural systems. The Jones Edmunds and ASRus Team worked with the City to obtain a permit from the Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) Program to construct and operationally test a Class V, Group 2 Injection Well/Recharge Well (RW-1) for the recharge of partially treated surface water from Lake Hamilton and associated monitoring wells: Suwannee Limestone Monitoring Well (SLMW-1) and Recharge Zone Monitoring Well (RZMW-1). The wells are permitted to be constructed as follows:

- Class V, Group 2 Injection Well/Recharge Well (RW-1).
  - A 32-inch diameter casing set to 200 feet below land surface (bls).
  - A 24-inch diameter casing set to 600 feet bls with a cemented annulus.
  - Total depth of 750 feet bls.
- Monitoring Well SLMW-1 completed from 200 to 250 feet bls.
- Monitoring Well RZMW-1 completed from 600 to 650 feet bls.

The proposed recharge zone is an underground source of drinking water.

This project includes the following services:

- Well Construction Contract Administration and Oversight of RW-1 and Monitoring Wells.
- Assistance with Well Operational Testing and Operation.

SCOPE OF SERVICES

The Jones Edmunds and ASRus Team will provide professional engineering services as follows.

TASK 1 – WELL CONSTRUCTION SERVICES

This Scope of Services covers professional support during the subsurface construction of the aquifer recharge well and its associated monitoring wells. The Jones Edmunds and ASRus Team's responsibilities will include field observation, oversight by a licensed Professional Geologist (PG), regulatory reporting in accordance with FDEP UIC permit requirements, and preparation of a final well completion report.

Unlike conventional infrastructure projects, subsurface well construction is inherently exploratory, with final design parameters determined by the hydrogeologic conditions encountered during drilling. Due to this variable nature, the Jones Edmunds and ASRus Team will maintain an onsite presence throughout the majority of the drilling and construction phases. FDEP permitting requirements are expected to mandate continual onsite monitoring by qualified personnel during the geophysical logging and testing activities.

To support the City during the construction and testing process, the Jones Edmunds and ASRus Team will provide the following services:

1. Submittal Review: Review shop drawings, product data, and other required submittals provided by the Well Drilling Contractor. The purpose of this review is to verify general conformance with project specifications and contract requirements.

2. Technical Support and Interpretations: Provide technical interpretations or clarification for Requests for Information (RFIs) regarding the design documents when requested and support the City's review of Contractor applications for payment.

3. Senior Hydrogeologist Oversight: Throughout the construction phase, provide technical interpretations of the Contract Documents and evaluate requested changes from the approved design or specifications. The Team hydrogeologist will respond to Contractor's requests for information and make site visits to evaluate specific problems or unusual circumstances which may arise.

4. Resident Observation: Be present during all hydrogeologic testing and critical construction elements of the project including but not limited to the following:

    a. Pilot hole drilling and testing.
    b. Core sampling.

c. Packer testing.
d. Pumping tests.
e. Geophysical logging.
f. Casing settings.
g. Grouting operations.
h. Completion of open-hole intervals.

5. Weekly Regulatory Reporting: In accordance with the requirements of the Class V UIC construction permit, prepare and submit weekly drilling progress reports to FDEP. These reports will include data and documentation typically outlined in the specific conditions of the issued permit.

6. Recharge and Monitor Well Casing Seat Evaluation and Requests: Prepare casing seat requests for FDEP review. These requests will evaluate site-specific drilling and testing results and recommend casing depths, monitoring intervals, and recharge zone boundaries in compliance with the UIC permit.

7. Final Well Completion Report: On completion of construction, prepare a comprehensive well completion report for submittal to FDEP. This report will detail and document all phases of construction, testing, and permitting compliance activities.

For this project, we expect that a single drilling contractor will be responsible for constructing the recharge well and two associated monitoring wells. The expected construction duration is approximately 12 months based on a work schedule of 12 hours per day, 5 days per week. The Jones Edmunds and ASRus Team will be onsite during all required testing events and key construction milestones, as outlined above.

PROJECT MEETINGS

The Jones Edmunds and ASRus Team will participate in and facilitate project meetings related to the well construction effort. The following meetings are anticipated as part of this scope of services:

1. Pre-Construction Meeting: Pre-Construction meeting with the drilling contractor to review the construction schedule, scope, coordination procedures, and project expectatpions.

2. Regulatory Meetings: Meetings with FDEP to address UIC permitting, regulatory, or compliance-related issues up to six meetings.

3. Construction Progress Meetings: Regular status update meetings onsite or at the Winter Haven offices throughout the well construction period. These meetings are expected to occur monthly over the expected 12-month drilling schedule and will include participation from the Jones Edmunds and ASRus Team, the drilling Contractor, and City representatives.

4. Other Miscellaneous Meetings: Meetings necessary to complete the project as determined by the Team or the City project managers.

DELIVERABLES:

Project deliverables under Task 1 will be in electronic format and include the following:

- Draft Intermediate Casing and Final Casing Seat Requests (total of six).
- Draft and Final Well Completion Report.

TASK 2 – OPERATIONAL TESTING ASSISTANCE

When the design and construction of the surface facilities (by Resource Environmental Solutions, LLC [RES]) are completed, the Jones Edmunds and ASRus Team will provide the City with technical and regulatory support throughout the operational testing phase and in preparation of the Class V Operation Permit application. These efforts are essential to obtain FDEP authorization for the recharge well system to become fully operational. Services include planning, execution, documentation, permitting, and agency coordination as detailed below:

1. Injection Testing Support: Assist the City in conducting an injection test at each well as required before FDEP authorization for operational testing. The injection test will occur after the installation of wellheads, conveyance piping, and associated infrastructure. The Team will prepare a site-specific injection test plan for FDEP review and approval, provide onsite assistance during the test, and evaluate test results. A summary of findings will be included in the operational testing request package.

2. Operational Testing Request Package: Prepare and submit a complete operational testing request package meeting the specific conditions outlined in the FDEP-issued well construction and testing permit. Approval of this request is required before initiating operational testing.

3. Draft and Final Operations and Maintenance (O&M) Manual: Develop a draft and Final O&M Manual to meet FDEP requirements and support the operational testing request. This manual will include procedures for system operation, monitoring, and maintenance.

4. Record Drawings: Review Record Drawings reflecting the as-built conditions of the constructed well system and surface facilities. These drawings are a required component of the operational testing request.

5. FDEP Site Inspection Coordination: Prepare for and attend an FDEP site inspection of the completed well and surface facilities as a requirement of operational testing approval process.

6. System Start-up Support: Assist the City during system start-up, providing oversight and technical guidance to support proper function and compliance with permit conditions.

7. Regulatory Reporting and Compliance Support: Assist the City with continued regulatory reporting and compliance support through the operational testing period.

DELIVERABLES:

Project deliverables under Task 2 will be in electronic format and include the following:

- Draft and Final Operational Testing Request Package.
- Draft and Final O&M Manual.

SCHEDULE

The proposed schedule assumes the tasks will be completed as shown in the table below.

Task	Calendar Days from NTP
Notice to Proceed	Start
Task 1 – Well Construction Services	485[1]
Task 2 – Operational Testing Assistance	TBD

Notes: [1] The schedule for well construction completion will be coordinated with Well Driller's schedule, which depends on the driller's completion date for City's potable water production wells and remobilization to the aquifer recharge well site. Our project fee for Task 1 assumes 12 months of field work and resident observation.

FEE

The Jones Edmunds and ASRus Team will perform the services on a time-and-materials (T&M) not-to-exceed fee summarized in the table below. Invoices will be submitted to the City monthly.

Item	Total Fee
Task 1 – Well Construction Services	$446,060.00
Task 2 – Operational Testing Assistance	$67,130.00
Total Project Fee	$513,190.00

ASSUMPTIONS AND EXCLUSIONS

The following assumptions and exclusions are provided for this Scope of Services and Fee:

1. Design and construction services for the well surface facilities are not included in this Scope of Services. However, these services can be added through a scope and fee amendment at the City's request.

2. The selected Contractor will provide a signed-and-sealed survey prepared by a professional surveyor for each well site, which is required by FDEP for the operational testing request submittal.

3. Task 2, as currently outlined, includes services related to operational testing of the well after the surface facilities are constructed. The preparation and completion of an FDEP Operation Permit Application have been removed as requested by the City. If the City would like the Jones Edmunds and ASRus Team to perform this work, an additional amendment and fee can be provided accordingly.

4. No groundwater modeling or solute transport modeling is included in this Scope of Services.

5. The Team cannot guarantee that FDEP will issue an Operation Permit for the system. Issuance of the permit is contingent on the City's ability to demonstrate compliance with all applicable regulatory requirements and the performance of the system during the operational testing period.

6. Permitting services beyond those specifically identified in this Scope of Services may be provided through a formal amendment to the scope and associated fee. All applicable permit fees will be paid directly by the City.

7. Additional services requested by the City and not included in this Scope of Services will be coordinated as part of a separate task order or amendment to this scope and fee.

We appreciate the opportunity to support the City of Winter Haven on this critical project and are committed to delivering a successful outcome. If you have any questions or require additional information, please do not hesitate to contact Anthony Holmes at (813) 505-4676, AHolmes@jonesedmunds.com or Mark McNeal at (813) 765-7942, MMcNeal@asrus.net.

We look forward to partnering with the City on this important effort.

Sincerely,

Anthony R. Holmes, PE
Senior Engineer
Jones Edmunds & Associates, Inc.
141 5th Street NW, Suite 200
Winter Haven, Florida 33881

Mark B. McNeal, PG
Chief Executive Officer
Applied Science and Research (ASRus)
13329 N. Armenia Avenue
Tampa, Florida 33613

RFQ-26-13

REQUEST FOR QUALIFICATIONS

FOR THE CITY OF

WINTER HAVEN

THE CHAIN OF LAKES CITY

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

FOR THE

EAST WINTER HAVEN AQUIFER RECHARGE AT BRADCO MANAGED AQUIFER RECHARGE WELL

Prepared for

City of Winter Haven
Water Department

November 2025

TABLE OF CONTENTS

Legal Advertisement

Request for Qualifications

Section 1 Scope of Services

Section 2 Project Overview

Section 3 Project Scope

Section 4 Conditions and Exclusions

Section 5 Schedule

Section 6 Instructions for Submission of Qualification Proposals

Section 7 Request for Proposals Review Process

Section 8 Rating System for Development of Short List

Section 9 Risk

Section 10 Timeframe for Product Delivery

Section 11 Clarifications and Additional Information

Section 12 Contact with City Officials and Employees

Section 13 Late Submittals

Section 14 Partnership/Corporations/Agents

Section 15 Changes in Proposer Entity/Team

Section 16 Assignment of Transfer

Section 17 Request for Information/Clarification

Section 18 Required Indemnification

Section 19 Public Records

Section 20 Public Entity Crimes Warning

Section 21 No Consideration of Social, Political or Ideological Interests

Section 22 Terms and Conditions

Section 23 Exhibit(s) – loaded as a separate document

Section 24 City Forms – Attachments A – E (loaded as a separate document)

LEGAL ADVERTISEMENT

REQUEST FOR QUALIFICATIONS

RFQ-26-13

The City of Winter Haven will receive sealed responses until **2:00 P.M., December 19, 2025** for:

“Construction Engineering & Inspection Services for the East Winter Haven Aquifer Recharge at Bradco Managed Aquifer Recharge Well"

Prospective bidders may obtain copies of the Request for Qualifications from the following website:
[redacted]

Advertise: **Nov 19**

WINTER HAVEN
THE CHAIN OF LAKES CITY

November 19, 2025

REQUEST FOR QUALIFICATIONS
RFQ-26-13

Sealed responses will be received by the City of Winter Haven until **2:00 P.M., December 19, 2025, at our online solicitation platform** for:

"Construction Engineering & Inspection Services for the East Winter Haven Aquifer Recharge at Bradco Managed Aquifer Recharge Well"

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**., **December 10** on the e-procurement platform. 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
Procurement Manager

SECTION 1 – SCOPE OF SERVICES

The scope of professional services that are required by this contract award resulting under this RFQ is anticipated to include, but not be limited to, Construction Engineering and Inspection Services (CEI-type services) that are typically associated with a municipal capital project. The expectation is that the entity, individual, or firm awarded the contract would work in concert with designated City representatives for the project management oversight, inspection services, grant funding compliance and operational testing assistance for final permitting and close out of the Managed Aquifer Recharge (MAR) well and associated monitoring wells throughout the entire project.

Task 1 – Project Management. The selected individual, entity, or firm will act as the City's representative and perform typical project management duties to include but not limited to technical advisor, coordination of project kickoff and progress meetings, permit and funding compliance, contractor communication, project schedule and data preparation/collection. Consultant shall also provide ongoing project management including internal coordination, invoicing, progress tracking, and client communication throughout the duration of the project.

Specific services include:

- Schedule and facilitate project progress meetings.
    - Pre-Construction Meeting:
      Pre-Construction meeting with the drilling contractor to review the construction schedule, scope, coordination procedures, and project expectations.
    - Regulatory Meetings:
      Meetings with the Florida Department of Environmental Protection (FDEP) to address UIC permitting, regulatory, or compliance-related issues, as needed.
    - Construction Progress Meetings:
      Regular status update meetings shall be held throughout the well construction period. These meetings are expected to occur monthly over the anticipated 12-month drilling schedule and include participation from the Consultant, the drilling Contractor, and City representatives.
    - Other Miscellaneous Meetings:
      Meetings that are necessary to complete the project, as determined by the Consultant or the City project managers.
- Coordinate with City on attaining any additional data needed for the permit compliance.
- Coordinate with City on attaining any additional data needed for grant funding compliance.
- Maintain project schedule and coordinate with drilling contractor and City staff.
- Provide monthly status updates and coordination calls.
- Prepare meeting agendas and document meeting minutes.
- Prepare final permit package deliverables for jurisdictional agency.

Task 1 – Deliverables:

Project deliverables under Task 1 in electronic format and include but are not limited to the following:

- Project Progress Meeting Agenda and Minutes.
- Consolidated Data Request and prepare documents for compliance.
- Monthly status reports (as needed).

Task 2 - Well Construction Engineering and Inspection (CEI) Services. The selected individual, entity, or firm will provide professional support during the subsurface construction of the aquifer recharge well and its associated monitoring wells. The Consultant's responsibilities will include field observation, oversight by a Professional Geologist (PG), licensed in the State of Florida regulatory reporting in accordance with FDEP UIC permit requirements, and preparation of a final well completion report.

Unlike conventional infrastructure projects, subsurface well construction is inherently exploratory, with final design parameters determined by the hydrogeologic conditions encountered during drilling. Due to this variable nature, the Consultant shall maintain a strong onsite presence throughout the majority of the drilling and construction phases. FDEP permitting requirements are expected to mandate continuous onsite monitoring by qualified personnel during the geophysical logging and testing activities.

To support the City during the construction and testing process, the Consultant shall provide the following services:

1. Submittal Review:
   Review shop drawings, product data, and other required submittals provided by the Well Drilling Contractor. The purpose of this review is to verify general conformance with project specifications and contract requirements.
2. Technical Support and Interpretations:
   Provide technical interpretations or clarification for Requests for Information (RFIs) regarding the design documents, when requested and support the City's review of contractor applications for payment.
3. Resident Observation:
   The Consultant shall be present onsite during all hydrogeologic testing and critical construction elements of the project including but not limited to the following:
   a. Pilot hole drilling and testing.
   b. Core sampling.
   c. Packer testing.
   d. Pumping tests.
   e. Geophysical logging.
   f. Casing settings.
   g. Grouting operations.
   h. Completion of open hole intervals.

4. Weekly Regulatory Reporting:
   In accordance with the requirements of the Class V UIC construction permit, the Consultant shall prepare and submit weekly drilling progress reports to FDEP. These reports include data and documentation typically outlined in the specific conditions of the issued permit.

5. Recharge and Monitor Well Casing Seat Evaluation and Requests:
   Prepare casing seat requests for FDEP review. These requests shall evaluate site-specific drilling and testing results and recommend casing depths, monitoring intervals, and recharge zone boundaries in compliance with the UIC permit.

6. Final Well Completion Report:
   Upon completion of construction, the Consultant shall prepare a comprehensive well completion report for submittal to FDEP. This report shall detail and document all phases of construction, testing, and permitting compliance activities.

For this project, it is anticipated that a single drilling contractor will be responsible for constructing the recharge well and two associated monitoring wells. The expected construction duration is approximately 12 months, based on a work schedule of 12 hours per day, 5 days per week. The Consultant shall be onsite during all required testing events and key construction milestones, as outlined above.

Task 2 - Deliverables:

Project deliverables under Task 2 in electronic format to include but are not limited to the following:

- Draft Intermediate Casing and Final Casing Seat Requests (total of 3).
- Final Intermediate Casing and Final Casing Seat Requests (total of 3).
- Draft Well Completion Report.
- Final Well Completion Report.

Task 3 – Operational Testing Assistance. The selected individual, entity, or firm will serve as a direct representative of the City to provide technical and regulatory support to the City throughout the operational testing phase and in preparation of the Class V Operation Permit application. These efforts are essential to obtain FDEP authorization for the recharge well system to become fully operational.

Services include planning, execution, documentation, permitting, and agency coordination, as detailed below:

1. Injection Testing Support:
   Assist the City in conducting an injection test at the recharge well, as required prior to FDEP authorization for operational testing. The injection test will occur after the installation of wellheads, conveyance piping, and associated infrastructure. The Consultant shall prepare a site-specific injection test plan for FDEP review and approval, provide onsite assistance during the test, and evaluate test results. A summary of findings will be included in the operational testing request package.

2. Operational Testing Request Package:
   Prepare and submit a complete operational testing request package, meeting the specific conditions outlined in the FDEP-issued well construction and testing permit. Approval of this request is required before initiating operational testing.

3. Survey Services
   It is assumed that the Consultant and selected driller for the surface facilities will provide signed and sealed survey by a professional surveyor of each well site, required by FDEP for the operational testing request submittal.

4. Draft and Final Operations & Maintenance (O&M) Manual:
   A draft and final O&M Manual will be developed to meet FDEP requirements and support the operational testing request. This manual will include procedures for system operation, monitoring, and maintenance.

5. Record Drawings
   Review record drawings reflecting the as-built conditions of the constructed well system and surface facilities. These drawings are a required component of the operational testing request.

6. FDEP Site Inspection Coordination
   Prepare for and attend an FDEP site inspection of the completed well and surface facilities as a requirement of operational testing approval process.

7. System Start-up Support:
   Assist the City during system start-up, providing oversight and technical guidance to ensure proper function and compliance with permit conditions.

8. Regulatory Reporting and Compliance Support:
   Assist City with continued regulatory reporting and compliance support through the operational testing period.

Task 3 Expected Deliverables:

Project deliverables under Task 3 in electronic format to include but are not limited to the following:

- Draft Operational Testing Request Package
- Final Operational Testing Request Package
- Draft O&M Manual
- Final O&M Manual

SECTION 2 – PROJECT OVERVIEW

The City of Winter Haven (City) is in the Southern Water Use Caution Area as identified by the Southwest Florida Water Management District (SWFWMD). Area water supplies and natural systems have been impacted by land use changes, aquifer withdrawals, and drainage. Protecting and restoring natural systems and quality-of-life components (including lakes) is paramount as the community grows and develops.

The City is developing projects that will offset the aquifer withdrawals, replenish aquifer water supplies, and protect natural systems. The City has secured permits (Exhibit 1) from the Florida Department of Environmental Protection (FDEP), Underground Inject Control (UIC) to construct and operationally test a Class V, Group 2 Injection Well/Recharge Well (RW-1), for the recharge of partially treated surface water from Lake Hamilton and associated monitoring wells - Suwannee Limestone Monitoring Well (SLMW-1) and Recharge Zone Monitoring Well (RZMW-1). The wells are permitted to be constructed as follows:

- Class V, Group 2 Injection Well/Recharge Well (RW-1).
  - A 32-inch diameter casing set to 200 feet below land surface (bls).
  - A 24-inch diameter casing set to 600 feet bls with a cemented annulus.
  - Total depth of 750 feet bls.
- Monitoring Well SLMW-1 completed from 200 to 250 feet bls
- Monitoring Well RZMW-1 completed from 600 to 650 feet bls.

As a leader in ONE Water for the community and the State of Florida, the Water Department is dedicated to delivering sustainable water services to the thriving City of Winter Haven. The City of Winter Haven, known as the Chain of Lakes City, is in the final stages of completing the One Water Master Plan, which is a holistic/long term approach for managing all aspects of water, including social, environmental and economic benefits. How we manage water in the face of extraordinary growth will determine the long-term success and sustainability of the community. One of the signature recommendations that defines the One Water Master Plan is the Sapphire Necklace…a series of restored wetland nature parks, interconnected by trails and bordered by future development that envelops the community. Water from the restored wetlands, in combination with highly treated reclaimed water, will be stored and recharged into the Floridan Aquifer to benefit the community and overall watershed.

The proposed East WH Aquifer Storage / Recovery and Wetland Restoration Project is one of the projects that makes up the Sapphire Necklace. This site (roughly 370 acres) was ditched and drained in the early 1900's and has been used as pasture and agriculture since that time. Upon completion, the proposed project will store excess stormwater during wet water conditions, and highly treated reuse water during drought conditions.

The City has secured partial funding grant for the construction of the MAR wells and associated monitoring wells for the project. The selected individual, entity, or firm will need to keep concise records available to the City for submitting of monthly, quarterly reports and reimbursement package requests.

SECTION 4 - CONDITIONS AND EXCLUSIONS

1. Permit fees, plan-review fees and other regulatory fees are not anticipated for the Owner's Representative.
2. Ultimate engineering design is not included in this contract.
3. Schedule changes may occur and are beyond the City's control. Any such changes in schedule will be discussed, and a revised schedule will be agreed upon.
4. Acquisition of any additional land or easements is excluded.
5. Offsite infrastructure design is not anticipated.

SECTION 5 - SCHEDULE

The City, at its sole discretion, may delay the scheduled due dates if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum through our online solicitation platform**,** Mercell Source-to-Contract. The following schedule shall govern this RFQ. The City reserves the right to change the scheduled dates and times at its sole discretion.

Activity	Planned Duration, days	Start	Finish
Construction CEI Services RFQ-26-13 Posting		19-Nov-25	
RFQ Posting	0	19-Nov-25	19-Nov-25
RFQ Submission	30	19-Nov-25	19-Dec-25
Selection Committee Review	10	19-Dec-25	29-Dec-25
Recommendation of Award, Commission Meeting	12	29-Dec-25	10-Jan-26
Negotiation of Contract	16	10-Jan-26	26-Jan-26
Award of Contract, Commission Meeting	14	26-Jan-26	9-Feb-26
Notice to Proceed	4	9-Feb-26	13-Feb-26
ADDITIONAL MILESTONES			

SECTION 6 - INSTRUCTIONS FOR SUBMISSION OF QUALIFICATION PROPOSALS

Firms interested in the above project should submit a SOQ, **which includes a cover letter and detailed qualifications for the scope of work of approximately twenty (20) pages in length, (excluding resumes, org chart, and City forms).** Brevity is encouraged. Resumes for key team members, organizational chart and City forms should be incorporated as an appendix.

SECTION 7 – RFQ REVIEW PROCESS

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 submit a SOQ, which will be the basis for possible short-listing firms/teams. The intent of the initial qualification's proposal is for respondents to indicate their interest, relevant experience, financial capability, staffing and organizational structure.

Based upon a review of these qualification proposals, if necessary, firms/teams may be short-listed and requested to make oral presentations to the Professional Selection Committee, (PSC), regarding their qualifications, approach to the project, and ability to furnish the required services. After review of the SOQ, short-listing of firms/teams, and oral presentations (if necessary), the PSC will recommend the ranking of the short-

listed proposers and submit its recommendations to the City Manager. The City Manager will make the determination whether to proceed to the City Commission for approval to allow the City Manager to commence negotiation with the top ranked firm. The City Manager, or his designee, shall then engage in competitive negotiation with the top-ranked firm/team in order to negotiate an agreement with the top ranked proposer in good faith and then make the recommendation to the City Commission.

If in the sole judgment of the City, a contract cannot be successfully negotiated with the City Manager's top-ranked firm, negotiations with that firm will be formally terminated and negotiation shall begin with the second-ranked firm. If a contract cannot be successfully negotiated with the second-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with subsequent ranked firms. The City reserves the right to negotiate any element of the proposal and terms in the best interest of the City.

Firms, (including shortlisted firms), will not receive any stipends or compensation for their proposals or presentations provided under this solicitation.

SECTION 8 - RATING SYSTEM FOR DEVELOPMENT OF SHORT-LIST

For the development of a shortlist, a rating system will be utilized by the City's PSC to score and rank each proposal. At a minimum, each proposal must address the following criteria:

	Maximum Points
1. General information about the firm/team.	5
2. Qualifications of firm/team and experience on similar projects. Including implementation, coordination with agencies, and funding plans.	30
3. Experience of key personnel to be assigned to this project.	15
4. Understanding of the project and approach for success.	30
5. Use of local economy	10
6. Organizational resources.	10
Total Possible Points	100

The Professional Services Committee, (PSC), will consist of the following members or their designees:

1. Water Department Director
2. Water Department Assistant Director
3. Water Department Operations Manager
4. Water Department Wastewater Treatment Plant Manager
5. Water Department Project Manager
6. City Commission Liaison – Non-Voting

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.

General Information (5 Points):

1. Provide a general description of the firm and/or team that is proposing to provide construction engineering and inspection services. Explain the legal organization of the proposed firm or team.
2. List the Florida Professional Engineer, Professional Geologist, Environmental, Hydrologic, Planning, Landscape Architect, etc., and applicable licenses held by the firm/team. Provide the license number and explain if held by an individual or firm.

Experience and Qualifications of the Firm/Team on Similar Projects (30 Points):

1. Provide at least three references of comparable or similar projects in which the firm/team completed similar type projects for owners' representation for CEI services, resident project representative services.

For each project identified, provide the following:

a. Description of overall project that the firm acted as the Owners Representative.
b. Delivery method for construction.
c. Final cost of effort.
d. Completion dates, (if applicable).
e. Name of client.
f. Experience with implementation, coordination and funding plans.
g. Reference information, per project, (one current contact name and title with telephone number and e-mail address listed).

Experience of key personnel to be assigned to this project (15 points):

1. Provide an organization chart showing key personnel that will direct and work on this project, including ability to coordinate with state and federal agencies on permitting and funding. Include a resume for each key person identified – attach resumes in the appendix.

Understanding of the project and approach to performing the required services (30 points):

1. Describe the project approach, project management and team organization that will provide engineering review and construction inspection services on the project. Describe systems used for planning, scheduling, estimating and managing progress. The firm/team's experience in MAR well construction, operation testing and final permitting services should be provided.
2. Provide details for the inclusion and interaction with the City's project team, Well Drilling contractor and sub-contractors throughout the construction.
3. Briefly describe the firm's experience on quality control, dispute resolution, and stakeholder engagement.
4. Describe the firm's ability to be responsive to issues that arise in the field on the project and require your team to be on site and how it can mitigate travel and out of town expenses.
5. Discuss challenges the team anticipates for this project and how the team intends to address concerns.

Intent/capacity to affect the local economy through the use of local labor, vendors, subcontractors and resources (10 points):

1. Describe your firm's approach to maximize utilization of local resources, to include as a minimum, local suppliers, equipment providers, subcontractors, and consultants. 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 work expected to be done locally.
2. Any of the firm's offices can be considered as the firm's principal office for the purposes of this RFQ; as long as the location is the home office of key staff on this project and where actual work will be performed.

Organizational resources (10 points):

1. As part of the evaluation process, the City has the responsibility of taking into account the size and complexity of the project and be assured that the firm/team has the organizational and financial resources required to successfully deliver this project. Please describe your operational stability, corporate financial resources, and insurance limits.
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 years. Briefly describe the circumstances and the outcomes.

SECTION 9– RISK

Proposers responding to this Request for Qualifications do so at their sole expense and risk.
The City reserves the right to:

- Make changes to the RFQ.
- Cancel this RFQ, or portions thereof.
- 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 short-listed for this project.

SECTION 10 - TIMEFRAME FOR PRODUCT DELIVERY

The City has secured partial grant funding for the construction of the MAR wells and associated monitoring wells for the project with specific milestones for compliance with the aquifer recharge. The City's deadlines for vendor performance to provide timely deliverables shall be strictly adhered to.

It is expected that the wells will be completed within one (1) year and all elements of this effort be delivered within two (2) years of the Notice to Proceed.

SECTION 11 - CLARIFICATIONS AND ADDITIONAL INFORMATION

The City reserves the right to request clarifications or additional information from any Proposer. Specific questions may be addressed to one or all of the Proposers and the Professional Services Committee may consider any further elaboration by the Proposers of any information previously submitted.

SECTION 12 - CONTACT WITH CITY OFFICIALS AND EMPLOYEES

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 any 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 protect the integrity of the selection process.

SECTION 13 - LATE SUBMITTALS

It is the Proposer's responsibility to ensure its Qualifications Proposal is received by the City on or before the time, date and place specified above. Under no circumstances will qualification proposals received after the delivery time or at another location than specified be considered.

SECTION 14 - PARTNERSHIP / CORPORATIONS / AGENTS

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.

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 or her office. The proposal shall also bear the seal of the corporation.

Anyone signing the proposal as officer or other agent, must provide 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.

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.

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.

Short-listed proposers will be required to show evidence of having filed with the State of Florida for registration of their entity within 15 days of announcement of the short list.

SECTION 15 - CHANGES IN PROPOSER ENTITY/TEAM

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.

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.

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.

SECTION 16 - ASSIGNMENT OR TRANSFER

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.

SECTION 17 - REQUESTS FOR INFORMATION / CLARIFICATION

Any firm requesting additional information and/or clarification relating to this project shall submit their request via the e-procurement platform by the deadline stated on this solicitation's introductory cover letter.

SECTION 18 - REQUIRED INDEMNIFICATION

The CONSULTANT 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 CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

SECTION 19 - PUBLIC RECORDS

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.

SECTION 20 - PUBLIC ENTITY CRIMES WARNING

Notice required by F.S. §287.133(3)(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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in F.S. §287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SECTION 21 - NO CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Notice required by F.S. §287.05701: City does not give a preference to any prospective Vendor based on the prospective Vendor's social, political or ideological interests or request documentation from, or consider, a prospective Vendor's social, political, or ideological interests when determining if a prospective Vendor is responsible.

***** TERMS AND CONDITIONS BEGIN ON FOLLOWING PAGES *****

SECTION 22 - CITY OF WINTER HAVEN – TERMS AND CONDITIONS - GENERAL PROVISION CLAUSES (11/03/2025 RFQ/fjm)

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 Contractor agree that Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. 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 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 Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600; [redacted] 451 THIRD ST NW, WINTER HAVEN, FLORIDA 33881.**

If the Contractor 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 including but not limited to attorneys' fees and costs, 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 Contractor 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 (10) days prior to the bid opening date.

g) Bidders must possess any applicable business or occupational licenses at the time of submission of the Bid. The City may request proof of such licensure.

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) TRADE SECRETS / PROPRIETARY INFORMATION

a) To qualify any submitted information as "trade secret", or confidential, the bidder/proposer must mark each page of the submitted proposal or specific portion of a document as "trade secret". All material designated as such must be separated from all non-trade secret material, such as being submitted in a separate document clearly titled as "TRADE SECRET – DO NOT DISCLOSE". If the City receives a public records request for a document or information that is marked and certified as a trade secret, the City shall release all other documents not designated as protected trade secrets in accordance with applicable public records laws.

b) To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "trade secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

c) Proposers should provide a redacted copy of the proposal with the original submittal.

3) 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 render 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 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 Contractor, and shall include all Contract and Bid Documents.

f) CONTRACTOR: The successful bidder and/or proposer/ respondent/ consultant who enters into a Contract with the City to complete the project and/or provide the contemplated goods and/or services.

g) DEFAULT: Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting 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 bid 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 [redacted] to post solicitation opportunities which may be in the form of an Invitation to Bid, a Request for Proposals, a Request for Qualifications, and/or other solicitation as more specifically

identified by the City in its posting.

n) PLATFORM: The City's internet based online solicitation system is identified as and located at [redacted] (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 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 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 Contractor shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the 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 Contractor that this provision exists.

4) 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: [redacted]

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.

5) 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; Requests for Proposals and Requests 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 recommendations of award available for review by the General Public on the City's e-procurement platform: [redacted] A notification will be emailed to vendors who are registered for that particular bid on the platform.

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.

6) 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 and/or any other electronic platform utilized by the City for such purposes.

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 all affidavits 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 on 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.

7) EXTENSION:

a) In addition to any renewal options, if any, the City has the right to extend any award resulting from this solicitation for the period of time necessary to release, award, and implement a replacement agreement for the commodities and/or contractual services provided. Such extension shall be based upon the same prices, terms, and conditions.

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 any signatures are 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 bidder's 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) <u>LOCAL PREFERENCE ORDINANCE</u>

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) *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 287.0l7, 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 Section 215.4725 of the Florida Statutes, or is engaged in a boycott of Israel;**

14) UNAUTHORIZED ALIEN(S) / E-VERIFY

a) The Contractor 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) If your company wishes to avail themselves of this program, you can register online for E-Verify at [redacted] **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 [redacted] or contact USCIS at **1-888-464-4218.**

15) NO COERCION FOR LABOR OR SERVICES / HUMAN TRAFFICKING:

a) Contractor acknowledges that Section 787.06 of the Florida Statutes requires each nongovernmental entity that is executing, renewing, or extending a contract with a public governmental entity to provide the governmental entity with an affidavit signed by an officer or authorized representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as those terms are defined by law. Contractor agrees to furnish the City with the necessary affidavit signed by an officer or authorized representative of the Contractor under penalty of perjury at any time and upon request.

16) FOREIGN COUNTRIES OF CONCERN:

a) Contractor acknowledges that Section 287.138, Florida Statutes, prohibits a Florida governmental entity from entering into a contract that may grant or allow access to any individual's personal identifying information unless the contracting entity furnishes an affidavit signed by an officer or representative under penalty of perjury concerning foreign countries of concern.

Contractor must certify that:

- The vendor is not owned by 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, or by any agency of or any other entity of significant control of any of such foreign country of concern.

- 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 does not have a controlling interest in the vendor.

- The vendor is not organized under the laws of and does not have its principal place of business in 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.

17) SCRUTINIZED COMPANIES:

a) Contractor acknowledges that Section 287.135, Florida Statues, prohibits a Florida entity from bidding on, submitting a proposal for, or entering into or renewing a contract with the City for goods or services as detailed in said statute and further, requires the entity to furnish an affidavit signed by an officer or representative under penalty of perjury concerning scrutinized companies. Any contract for goods and/or services will be subject to termination by the City if the Contractor has been found to have violated the relevant provisions of Section 287.135 of the Florida Statutes.

18) 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.

19) ASSIGNMENT OR NOVATION:

a) The 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 Contractor, may be made without the consent of the City.

20) PATENT INFRINGEMENT:

a) The 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 including but not limited to attorneys' fees and costs incurred by the City related thereto.

21) PROGRESS OF WORK:

a) If the 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 Contractor's right to proceed with the work by giving it written notice.

b) If the City terminates the 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 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 Contractor shall constitute an acknowledgment of the Surety's consent to this provision.

c) If the City does not terminate the Contractor's rights to proceed, the 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 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.

22) CONTRACTOR PROVIDED INSURANCE

i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the City (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, Contractor shall furnish Owner with

(a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies 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'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. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor 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.

(1) Workers' Compensation Insurance

(a) 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 of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i) Part One:	"Statutory"	
(ii) Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease-Policy Limit
	$1,000,000	Disease-Each Employee

(2) General Liability Insurance

(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 policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive

endorsements which exclude coverage for liability arising out of:

(i) Mold, fungus, or bacteria
(ii) Terrorism
(iii) Sexual molestation

(b) The Owner and the Owner's officials, officers and employees shall be included as an "Additional Insured" 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:
(i) $1,000,000 General Aggregate
(ii) $1,000,000 Products/Completed Operations Aggregate
(iii) $1,000,000 Personal and Advertising Injury
(iv) $1,000,000 Each Occurrence

(3) Automobile Liability Insurance
(a) Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without 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. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. 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:

(i) $1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

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.

(4) Professional Liability Insurance
(a) Such insurance shall be on a form acceptable to the Owner and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claim made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have covered had the coverage been on an occurrence basis. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i) $1,000,000 Each Claim/Occurrence
(ii) $1,000,000 Annual Aggregate

The Professional Liability Insurance may be subject to a deductible not to exceed $5,000 per claim.

ii) All insurance policies provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.

iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its Subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited

to, as an indemnitee of the Contractor) available to the Owner under this Contract or otherwise.

iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by this Contract.

v) The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Winter Haven shall be excess of, and shall not contribute with, the insurance provided by Contractor.

vi) Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the Owner and Owner's officials, officers and employees any deductible or self-insured retention applicable to a claim against the Owner and Owner's officials, officers and employees.

vii) Certificates of Insurance must be completed as follows:
1. Certificate Holder
City of Winter Haven
451 Third Street, N.W.
Winter Haven, FL 33881
2. Additional Insured for General Liability
City of Winter Haven and its officials, officers and employees

23) INDEMNIFICATION BY CONTRACTOR

a) The Contractor shall indemnify and hold harmless the City (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

b) The remedy provided to an indemnitee by Paragraph a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.

d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.

e) The provisions of this Article are severable and if, for any reason, any one or more of the provisions contained in the Article shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision of this Article which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained in the Article.

24) LIENS:

a) No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

25) 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.

26) 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) Build America, Buy America (BABA) Act (41 USC 8301): All applicable rules and notices, as may be amended, if applicable to the contractor's project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates are subject to BABA requirements, unless excepted by a waiver.

e) 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.

f) 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.

g) 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.

h) 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).

i) 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.

j) 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.

k) 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.

l) 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 six 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.

***** REMAINDER OF PAGE INTENTIONALLY LEFT BLANK *****



CITY OF WINTER HAVEN

Construction Engineering and Inspection Services for the East Winter Haven Aquifer Recharge at Bradco Managed Aquifer Recharge Well

RFQ-26-13 | December 19, 2025

ONE • WATER
WINTER HAVEN

JonesEdmunds

In Association with

ASR US, LLC

December 19, 2025

JonesEdmunds

Bethany Owen, Procurement Manager
401 Sixth Street SW, Winter Haven, Florida 33880

141 5th St NW, Suite 200
Winter Haven, FL 33881

RE: Construction Engineering & Inspection (CEI) Services for the East Winter Haven Aquifer Recharge at Bradco Managed Aquifer Recharge Well, RFQ-26-13

Dear Ms. Owen and Members of the Selection Committee:

As the City of Winter Haven works to offset aquifer withdrawals, replenish vital water reserves, and safeguard sensitive natural systems within the Southern Water Use Caution Area (SWUCA), the City confronts significant technical and regulatory challenges. Guided by its leadership in advancing the One Water vision for Winter Haven and Florida, the City aims to deliver sustainable water services through a holistic approach that integrates social, environmental, and economic benefits for long-term community resilience and stewardship. The East Winter Haven Aquifer Recharge at Bradco Managed Aquifer Recharge Well project, an integral component of the Sapphire Necklace initiative outlined in the City's One Water Master Plan, is designed to help mitigate these issues and achieve these goals by applying innovative strategies to recharge the Floridan Aquifer with treated surface and reclaimed water. This effort supports long-term resilience by restoring wetlands, increasing water storage, and promoting watershed health. The project requires thorough technical oversight, strict regulatory compliance, and dedicated project coordination from an engaged and responsive team throughout the exploratory and subsurface construction phases. Jones Edmunds, in collaboration with ASRus, is positioned to fulfill these requirements. We offer unmatched technical competence for the scope of work including:

Specialized Experience: Jones Edmunds and ASRus have over 18 years of proven collaborative success with Florida's complex aquifer recharge, deep injection, and water reclamation projects. Our team designed and permitted the deepest Class I injection wells in Florida (8,000 feet) at the Polk Power Station and the deepest ASR well in the world (2,944 feet), storing reclaimed water in northwest Polk County.

Demonstrated Outcomes: Together, Jones Edmunds and ASRus have designed, permitted, and managed the construction of nearly 100 Class I and V UIC wells, as well as hundreds of monitoring wells, consistently adhering to regulatory standards, promoting technical innovation, and staying on schedule.

Local Knowledge and Presence: Our team is already thoroughly familiar with this project, having obtained the original Bradco Managed Aquifer Recharge Well FDEP UIC permit and recently completed a modification to the permit to relocate the recharge well. In addition, we developed technical specifications for the drilling contractor. With an office and our Project Manager, Anthony Holmes, based in Winter Haven, we are prepared to respond quickly onsite. We focus on clear communication and effective collaboration with City staff and contractors, supporting optimal project control.

Regulatory and Grant Expertise: Our team has extensive knowledge of FDEP UIC permitting, grant compliance, and documentation procedures. We have assisted clients in securing and managing major grants, consistently providing detailed documentation to facilitate timely reimbursements and smooth regulatory submissions.

Innovation and Quality Assurance: Through advanced modeling, real-time data solutions, and comprehensive QA/QC protocols, we proactively manage risks and adjust to changing subsurface conditions, meeting all regulatory, environmental, and funding criteria.

We are committed to supporting the City of Winter Haven through diligent service, proven technical expertise, and close local collaboration for the Bradco Managed Aquifer Recharge Well project. Thank you for your consideration.

Sincerely,

Anthony Holmes, PE
Project Manager / Senior Engineer
863.293.3332 | aholmes@jonesedmunds.com

Tom Friedrich, PE, BCEE
Client Services / Vice President
813.258.6860 | tfriedrich@jonesedmunds.com



1

GENERAL INFORMATION ABOUT THE FIRM/TEAM

ONE • WATER WINTER HAVEN

JonesEdmunds

ASR US, LLC

Jones Edmunds is a Florida-based, employee-owned, multi-disciplinary engineering corporation providing quality consulting services to public and private entities in Florida for over 51 years. Founded in 1974, our firm has 139 Associates serving clients from six offices in Winter Haven, Tampa, Sarasota, Jacksonville, Titusville, and our corporate headquarters in Alachua. Our Winter Haven office will be the Office of Record for this project with support from Associates in our Tampa and Alachua offices. We are a full-service engineering firm that provides:

Water Resources
- Flood Protection
- Vulnerability Assessments
- Watershed Modeling
- Wetland Delineation and Mitigation
- Water Quality
- Water Supply
- Asset Management
- GIS

Utilities
- Water
- Wastewater
- Reclaimed Water

Civil Engineering
- Stormwater, Drainage, Culverts
- Pavement Design
- Roadway Design
- Traffic Engineering
- Sidewalks/ADA Compliance
- Solid Waste
- Environmental Permitting

Grant/Funding Support

Construction Services
- Construction Administration
- Resident Observation
- Cost Estimating

At Jones Edmunds, client service means more than just an excellent technical product. It means being responsive to the needs of our clients, providing staff experienced in the specific disciplines required for the work, listening to and understanding the goals and expectations of project stakeholders, and communicating throughout each phase of a project to achieve the desired outcome. We are committed to providing unrivaled service, a standard our Associates work to achieve and are recognized for delivering.

Because of this exceptional dedication and service, we have developed many longstanding professional relationships with local government clients who know they can rely on us. We have also developed a solid reputation with regulatory and funding personnel throughout Florida.

Members of our Construction Department have the specialized experience required to conduct a highly-effective program of resident observation, construction administration, and project closeout. We focus on efficiency, practicality, and claims avoidance.

We have worked closely with the City to deliver projects successfully. Our experience has shown that keeping the project team as small as practical is one of the most effective project management techniques to reduce cost, increase efficiency, and improve communication between team members. However, the team we have proposed for this project also has sufficient depth of experienced professionals to accelerate the project schedule if needed. As your CEI partner for this project, we will provide technical support; project management; well construction, engineering, and inspection services; and operational testing assistance to make your vision a cost-effective reality.



6 Florida Offices

Alachua
Jacksonville
Sarasota
Tampa
Titusville
Winter Haven



139 Associates

focused on Florida utilities and public works projects



National Ranking

Top 500 Design Firm
Top 200 Environmental Firm



Repeat Business

Longstanding Professional Relationships

Legal Organization

The focus of our consulting practice is serving the needs of local government. Our employee-owned S-corporation firm has 139 Associates, including engineers, scientists, technicians, funding specialists, public relations personnel, and support staff. Our key officers are as follows:

- Stanley F. Ferreira, Jr., PE, President and CEO
- Robert C. Edmunds, PE, Director, Secretary, and Treasurer
- Brian J. Icerman, PE, Executive Director / Senior Vice President
- Brett Goodman, PE, Executive Director
- Brett A. Cunningham, PE, ENV SP, Managing Director / Senior Vice President
- Alan C. Foley, PE, Managing Director / Senior Vice President

Subconsultant Firm

ASRus, LLC, was founded in 2006 to provide hydrogeological and reuse-related professional services to municipal and industrial clients in Florida. The firm was founded by its Chief Executive Officer Mark B. McNeal, PG, who has 40 years of experience related to groundwater and reuse projects in Florida. Pete Larkin, PG, is a Vice President of the firm with 25 years of experience with hydrogeologic investigations in Florida. In addition to their six Florida-registered Professional Geologists, ASRus currently has ten other full-time technical (geologist) staff to assist with project activities and construction oversight services as needed. ASRus has managed production well and Underground Injection Control (UIC) projects throughout Florida including many aquifer recharge wells, deep injection wells, and ASR systems. They are the only firm that has completed all of these types of projects within Polk County. They continue to support innovative concepts to better utilize Florida's water resources and protect the environment. After 19 years in existence, ASRus has provided services on over 500 projects with nearly 100 municipal, industrial, and private clients throughout peninsular and panhandle Florida. Over this short period, ASRus has established itself as a recognized leader in hydrogeologic aspects of water, wastewater, and reclaimed water systems throughout Florida.

Firm and Individual Licenses of Key Personnel

Jones Edmunds & Associates, Inc.

Engineering Business Registry License: #1841; Geology Business License: #GB133
Florida Corporation Document Number: 452905

ASRus, LLC

Professional Geologist: PG1231

Below is a list of the key team members' licenses. Additional team member licenses can be provided upon request.

Name	License Type	License Number
Anthony Holmes, PE	Professional Engineer	PE #70809, Florida
Tom Friedrich, PE, BCEE	Professional Engineer Board Certified Environmental Engineer	PE #61281, Florida BCEE, #01-10041
Jim McLellan, PE	Professional Engineer FDEP Qualified Stormwater Management Inspector	PE, #60377, Florida #6714
Mark McNeal, PG	Professional Geologist	PG, #1231, Florida
Chris Seufert, PMP	Project Management Professional®	PMP®, #3536586
Troy Hays, PG	Professional Geologist Transportation Approved Temporary Traffic Control	PG, #2679, Florida #51816
Pete Larkin, PG	Professional Geologist	PG, #2793, Florida
Hunter Clasen, PhD, PG	Professional Geologist	PG, #3183, Florida
Pat Burger, PE	Professional Engineer	PE, #57404, Florida
Mike Rickman, CRCMP	CRCMP (Certified Risk & Compliance Manager) FDOT Temporary Traffic Control Certification	#337790 #51817



2

QUALIFICATIONS OF FIRM/TEAM AND EXPERIENCE ON SIMILAR PROJECTS

ONE • WATER WINTER HAVEN

JonesEdmunds

ASR US, LLC

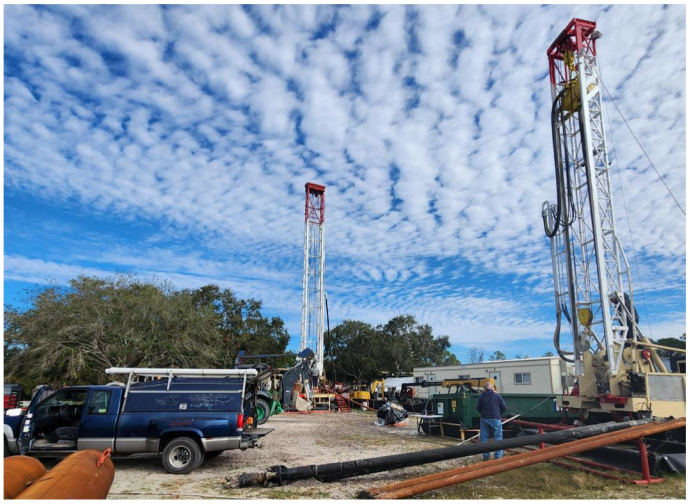
DIW, MAR, ASR, AND UIC SUPPORT

PINELLAS COUNTY

Reference Information:
David S. Adams, PG
Hydrogeology Manager
727.464.4441
dadams@pinellascounty.org

Jones Edmunds has been serving Pinellas County under continuing services contracts for over 40 years. Below are recent projects similar to the City of Winter Haven's Bradco AR Well project.

Dunn Water Reclamation Facility Deep Injection Well Professional Services During Construction: Under this work assignment, ASRus and Jones Edmunds provided the County with support through construction administration, site visits, and general construction services and provided a physically signed-and-sealed permit for the County to submit. With strong support from Jones Edmunds, ASRus, as a County SBE, served as the prime consultant for the design, permitting, and construction of the DIW at the Dunn WRF. Jones Edmunds is providing design services for the surface facilities to connect the DIW to the WRF for wet weather effluent management and to mitigate unregulated discharges from stormwater ponds.



Delivery Method: Traditional (Owner/Engineer/Contractor)
Dates: February 2024 - May 2025
Final Cost: $465,000 (engineering)
$3,280,000 (construction)

Chesnut Park Managed Aquifer Recharge Well Design, Permitting Services, and Funding Assistance and Aquifer Storage and Recovery System Permitting Services: Our team is spearheading an innovative initiative aimed at acquiring Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) permits for Aquifer Storage and Recovery (ASR) and Managed Aquifer Recharge (MAR) projects. These projects, integrated into the North County Reclaimed Water System, are designed to maximize the beneficial reuse of surface water supplies. By securing an FDEP UIC permit for a Class V Group 2 well at Chesnut Park, we aim to investigate the feasibility of a surface water MAR well and obtain $0.500 million in funding assistance from the SWFWMD Cooperative Funding Initiative.

Jones Edmunds and ASRus analyzed the North Pinellas County region to determine the feasible options for managing reclaimed water and alternative water supplies using ASR and MAR. The work included reviewing the region's water resources and infrastructure components, including Lake Tarpon, the East Lake Wellfield, the William E. Dunn (WED) Water Reclamation Facility (WRF), and various locations that experience local flooding due to excess stormwater. Eighteen ASR, MAR, and deep injection well options were identified based on location, technology type, and water source.

Water quality data were reviewed for each major water resource to determine the challenges and potential treatment requirements for using the Lake Tarpon source in an ASR or MAR application. The top two projects are currently at 30-percent design and would remove approximately 15,000 lb per year of total nitrogen from Old Tampa Bay.

Delivery Method: n/a
Dates: September 2019 - June 2021
Final Cost: $269,802

RECHARGE WELL AND ASR SUPPORT

CITY OF BRADENTON

Reference Information:
Kim Clayback, PE
Infrastructure Engineer
941.708.6300 x243
Kim.Clayback@cityofbradenton.com

Jones Edmunds has been serving the City of Bradenton under a continuing services contract since 1948 (through our acquisition of Smith and Gillespie in 1994). Below are descriptions of projects similar to those needed by the City of Winter Haven.

WWTF Recharge Well Professional Services During Construction: Jones Edmunds, in partnership with ASRus, provided Professional Services During Construction for the City of Bradenton's 10-MGD Recharge Well drilling project. This included overseeing the construction of a Class V, Group 3 Recharge Well through comprehensive construction administration, project management, and State Revolving Fund (SRF) coordination. Led by Senior Project Manager Patrick Burger, the team provided efficient financial oversight, budget management, and timely communication with ASRus and project stakeholders.

Jones Edmunds also supported ASRus in meeting SRF agreement requirements through structured training and coordination, including wage reviews, disbursement requests, and regulatory compliance. Training was phased, allowing ASRus staff to transition from observation to independent management. The subsequent phase is the design of the 10-MGD surface facilities integrated into the WWTF to discharge excess reclaim water per SB 64.

Delivery Method: Traditional (Owner/Engineer/Contractor)
Dates: March 2024 - August 2025
Final Cost: $572,289 (engineering)
$5,200,000 (construction)

ASR Phase II Potable Well and Degasification Facilities: As a subconsultant to ASRus, Jones Edmunds designed and provided construction administration and startup services for a 2.0-MGD degasification tower and associated pumps, piping, and automated valve stations for injecting and recovering potable water. SWFWMD cooperatively funded the project for potable water recharge and recovery and mitigation of arsenic mobilization.

Delivery Method: Traditional (Owner/Engineer/Contractor)
Dates: March 2014 - March 2018
Final Cost: $553,000 (engineering)
$2,219,446 (construction)



FLATFORD SWAMP AQUIFER RECHARGE

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Reference Information:
Paige TaraCruz
Environmental Scientist 2
352.269.5611
paige.tara@swfwmd.state.fl.us

Jones Edmunds assisted the Southwest Florida Water Management District (SWFWMD) in implementing the Flatford Swamp Aquifer Recharge Project. The project had several critical goals for the southwest region including a full-scale 2.0-MGD operating facility to test surface water aquifer recharge to benefit the Saltwater Intrusion Minimum Aquifer Level (SWIMAL) and to restore the historical wet and dry hydroperiods that are essential to the restoration and long-term viability of Flatford Swamp.

The successful demonstration would lead to a much larger surface water aquifer recharge project (≤55 MGD) aimed at slowing saltwater intrusion and recovering fresh groundwater levels in the most impacted areas (MIA) of the SWUCA. The project's primary objective was to evaluate the feasibility of using recharge wells to replenish the MIA of the Upper Floridan Aquifer in the SWUCA while also restoring the natural hydroperiod of Flatford Swamp. Jones Edmunds completed the FDEP UIC permitting and basis of design reports, as well as the final design for the aquifer recharge wells and surface water facilities. We provided construction administration, FDEP startup testing services, and prepared the first Annual Report for submission to FDEP, documenting the phases to verify the project met all objectives.

The project was divided into two phases. Phase I included aquifer recharge well permitting through the FDEP UIC program, followed by the construction of exploratory wells and groundwater monitoring wells, which were completed by ASRus. Services included hydrogeological inspection and testing operations, reporting and approvals, core sampling, water quality testing coordination, oversight of geophysical and flow logs, permitting, creating a preliminary testing plan, and completion of the four wells: the exploratory Recharge Well (RW-1), Recharge Zone Monitoring Wells (RZMW-1 and RZMW-2), and one Suwannee Limestone Monitoring Well (SLMW-1).

Phase II used data collected during Phase I well construction to prepare final design plans and specifications for the surface water intake and diversion infrastructure, disinfection chemical storage and feed facilities, and recharge well facilities, which include a flow meter, a bore-hole control valve, and a purge pump.

The Jones Edmunds team provided a feasibility report, a conceptual site layout, environmental permitting, final design, bidding, and construction administration, along with facility operations assistance. They also evaluated one year of operating data and prepared the FDEP Annual Report for submission to FDEP. The project was completed within SWFWMD's budget, and the Jones Edmunds and ASRus team committed to providing the successful execution of this vital aquifer recharge project by leveraging the expertise of its key staff members and subconsultants to meet all objectives and regulatory standards.



Delivery Method: Traditional (Owner/Engineer/Contractor)
Dates: February 2018 - October 2025
Final Cost: $1,084,442 (engineering)
$6,004,430 (construction)

Additional Relevant Project Experience

CITY OF WINTER HAVEN

Jones Edmunds has served the City of Winter Haven under a continuing services contract since 2012. Recent examples of our work include Reclaimed Water Pipeline and Master Force Main Design and Permitting, One Water Planning and Master Campus, WWTP Aeration Control Modifications, WWTP #3 Filter No. 1 Addition, ASR and AR Studies and Permitting, and Direct Potable Reuse Water Study and Mobile Pilot Testing Unit.

Bradco MAR Well Permit Modification and Technical Specifications: The Jones Edmunds and ASRus team worked with the City to attain a permit from FDEP UIC to construct and operationally test a Class V, Group 2 Injection Well/Recharge Well (RW-1) for the recharge of partially treated surface water from Lake Hamilton and associated monitoring wells, including a Suwannee Limestone Monitoring Well (SLMW-1) and Recharge Zone Monitoring Well (RZMW-1). The Jones Edmunds team provided a modification of the FDEP UIC permit for relocation of RW-1 and driller technical specification assistance for the monitoring wells.

WWTP No. 3 - ASR and Aquifer Recharge Feasibility Study and Permitting: Jones Edmunds and ASRus provided professional engineering services to help the City determine the feasible ASR and Aquifer Recharge (AR) alternatives for managing RCW and alternative water supplies. To support this feasibility analysis, we collected, reviewed, and analyzed historical water and wastewater quality monitoring data and local and regional geological and hydrogeological data, including developing analytical calculations for the expected well requirements and creating a comprehensive well inventory for the area. We also considered the jurisdictional requirements of the ASR and/or AR alternatives to aid project permitting, along with construction costs and potential funding, all in relation to the City's ongoing efforts involving their integrated master plan and potable reuse projects.

Direct Potable Reuse Study: Jones Edmunds conducted a feasibility study to implement a direct potable reuse system at WWTP #3 to potentially supply a new water treatment facility adjacent to the existing wastewater plant. This project evaluated the feasibility of treating reuse water to potable standards to offset the 2-MGD shortfall in potable water supplies over the next 20 years and received an Alternative Water Supply Grant from SWFWMD.

Pollard Road One Water Campus Master Plan: The City of Winter Haven requested Jones Edmunds prepare a Wastewater Treatment and Water Campus Master Plan. Rapid growth, aging infrastructure, and wetland degradation due to urbanization are stressing the water supply and have caused the City to shift its water management approach to emphasize water reuse. The more water is reused, the more it preserves natural water resources such as aquifers, wetlands, lakes, rivers, and springs. The Master Plan outlined the City's One Water framework, which is a holistic approach to protecting Central Florida's water supply today and in the long term.

ONE • WATER
WINTER HAVEN

Pollard Road Water Reclamation Facility (WRF) Progressive Design Build (PDB) Project: Jones Edmunds is working collaboratively with City staff and the Wharton Smith PDB team to facilitate the planning, design, permitting, and construction phases for decommmissioning WWTP No. 2 and expanding WWTP No. 3 to a 12-MGD water reclaimation facility (WRF), expandable to 24-MGD. Jones Edmunds is acting as the City Owner's Advisor, serving as an extension of engineering and management support for the City staff to guide and assist throughout the project. Additionally, Jones Edmunds brings its technical expertise to the City by providing reviews and oversight, representing the City's interests.

CITY OF OLDSMAR

Oldsmar UIC Permit Renewal and MIT: The City of Oldsmar's WRF has a Class I Injection Well System for the disposal of RO concentrate that is authorized by FDEP UIC permit number 373972-001-UO/1X. Specific Condition I. B. 2 required a Mechanical Integrity Test (MIT) to be completed by March 3, 2025. The permit was set to to expire on May 20, 2025. Specific Condition I. B.7. requires an application for permit renewal 60 days before expiration (by March 21, 2025) for the timely renewal of the permit.

ASR - Phase III and Phase IV: The City of Oldsmar faced challenges with the performance and compliance of its existing ASR well due to its proximity to Tampa Bay and the storage zone. Jones Edmunds and ASRus collaborated to enhance the well's functionality and provide regulatory compliance. The project involved comprehensive well reconditioning, including mechanical integrity testing, rehabilitation of well components, and cycle testing to optimize the well's performance. To address permitting and compliance issues, ASRus worked closely with regulatory agencies to secure the necessary approvals. Jones Edmunds provided additional support by designing a monitoring program and observing data collection so that all enhancements were implemented effectively. The project successfully restored the ASR well's capacity and reliability to meet the City's long-term water storage and recovery needs.



ASR Assistance and Deep Injection Well Permit Renewal: The City of Oldsmar owns and operates an Underground Injection Control (UIC) Class V Aquifer Storage and Recovery (ASR) and Class I injection well systems at the City's Water Reclamation Facility (WRF). Jones Edmunds has been involved in the ASR system since the Phase I Feasibility Study. The Southwest Florida Water Management District cooperatively funded the ASR project. Jones Edmunds and ASRus assisted with funding applications and meetings, and Under Phase II, assisted with designing and permitting an exploratory test well. We created technical specifications and design drawings for use during the project bidding. During construction, we provided construction and geologic observation services. While the exploratory well was drilled, our geologists were on site to collect the data necessary to identify the most appropriate interval for an ASR system. After data collection, we documented the data collection process and coordinated approval of the proposed storage zone with a well completion report. After construction certification of the ASR components, the City cycle was tested as outlined in their UIC permit. The Jones Edmunds team assisted the City with start-up testing, monthly compliance reports, and annual summary reports. We also prepared and received the initial Operation Permit application. Jones Edmunds has also assisted the City's Class I deep injection well compliance and permitting. The deep injection well is 1,346 feet deep and is used to dispose of reverse osmosis (RO) brine concentrate water. We oversaw the completion of the 2015 Mechanical Integrity Test and prepared the past two operation permit renewals. The Jones Edmunds team reviewed and summarized the operation and water quality data for the permit renewal, updated the Area of Review, prepared an updated plugging and abandonment plan, and prepared a timely submittal of the application package.

MARION COUNTY



Northwest Regional Water Treatment Plant Wells GO5 and GO6 Design and Construction: Jones Edmunds and ASRus designed, bid, and administered the construction of two 20-inch potable wells for the Northwest Regional Water Treatment Plant in Marion County. The comprehensive services included preparing well specifications, providing part-time observation during construction, and delivering detailed, well completion reports. The project provided that the well construction met all technical standards through rigorous testing, RFIs management, and in-depth site assessments. Services included:

- Prepared well specifications and contract documents.
- Received, logged, reviewed, and responded to Requests for Information (RFIs).
- Provided part-time resident observation services during construction and testing of the new wells.
- Provided construction administration services during well construction to support the resident observation services. This included contractor submittal reviews, casing seat requests, and other technical support.
- Prepared summary reports for site visits by the Resident Observer.
- Proposed final casing and well depths based on the review of lithology samples, geophysical logging, and water quality test results observed during well construction.
- Performed water quality field testing during well development.
- Responded to Contractor RFIs, processed change orders and field orders, and other administrative items to assist the drilling Contractor in completing the contracted drilling and testing activities.
- Compiled the information obtained during drilling and prepared the well completion reports.

Marion Oaks Water Treatment Plant #4 Well and Surface Facilities: Marion County experienced capacity issues with the existing potable water well at Marion Oaks WTP #4. As subconsultants to Tillman Engineering, Jones Edmunds and ASRus designed the installation of a new potable water well, a new vertical turbine well pump, and additional piping that connects to the existing influent piping for the existing ground storage tank. A flow meter and chemical feed equipment were included in the piping configuration. The existing high-service pump station was also upgraded. The improvements included replacing the existing two pumps with new higher-capacity pumps at the same location, adding a new pump in the space previously designated for a future pump, adding a flow meter and chemical feed system, connecting to the existing SCADA system, and adding a new electrical building containing electrical and instrumentation equipment needed to control the new mechanical systems. Jones Edmunds also provided construction administration services.



3

EXPERIENCE OF KEY PERSONNEL TO BE ASSIGNED TO THIS PROJECT

ONE • WATER WINTER HAVEN

JonesEdmunds

ASR US, LLC

Project Team Organization Chart

JonesEdmunds

*SUBCONSULTANT:

ASRUS, LLC

ONE WATER
WINTER HAVEN

Client Services
Tom Friedrich, PE, BCEE

Project Manager
Anthony Holmes, PE

QA/QC
Jim McLellan, PE
***Mark McNeal, PG**

Construction Contract Administration
Chris Seufert, PMP

Submittal Review / Technical Support
Troy Hays, PG
***Pete Larkin, PG**

Resident Observation
***Hunter Clasen, PhD, PG**
Task Leader
*Alia Simms
*Christopher Nenninger, PhD
*Ryan Szeezil
*Alex Potter

Regulatory Compliance / Permitting
***Pete Larkin, PG**
Anthony Holmes, PE
*Joe Haberfeld, PG

Operations Testing / O&M Manual
Patrick Burger, PE
***Hunter Clasen, PhD, PG**

Construction Project Coordination
Terry Ann LeDuc

Additional Engineering Support Services as Needed

Safety
Mike Rickman, CRCMP

Survey
to be determined with input from the City and Contractor

GIS Coordination for Assets
Alex Buchans

The Jones Edmunds and ASRus team offers comprehensive Construction Engineering and Inspection services with a specialized focus on complex water infrastructure and aquifer recharge projects throughout Florida. Drawing on the collective expertise of our multidisciplinary team, including licensed Professional Engineers, Professional Geologists, and technical specialists, we are well-equipped to navigate Florida's uniquely challenging hydrogeologic environments, as well as the state's demanding regulatory landscape, specifically FDEP UIC permitting, and grant funding compliance.

Our team's extensive experience has been cultivated through direct leadership and active involvement in several of Florida's most sophisticated water resource initiatives, including the City of Winter Haven's One Water plan. Through hands-on project delivery, rigorous adherence to technical standards, and an ongoing commitment to innovative solutions, we provide our municipal clients with the confidence that project objectives will be met with precision and professionalism. We understand the importance of meticulous documentation and reporting, as these practices observe and document both regulatory requirements and grant reimbursement protocols.

The success of our projects is intrinsically linked to the caliber of our key personnel. Each member of our team listed below brings a well-established background in managing, designing, and inspecting similar projects statewide. In the Appendix, we have provided detailed résumés for each key staff member, outlining years of experience, licensures, educational backgrounds and specific credentials pertinent to aquifer recharge, CEI services, and water infrastructure delivery throughout Florida.

Key Personnel	Years of Experience	DIW – Surface Facilities	Deep Injection Well (DIW)	Potable Reuse (Indirect, Direct)	Aquifer Recharge Wells	Lift Stations and Force Mains	Permitting	Hydraulic Modeling	Construction (DIWs, Facilities, Force Mains)
Anthony Holmes	20	X		X	X	X	X	X	X
Tom Friedrich	36	X	X	X	X	X	X	X	X
Jim McLellan	39			X	X	X	X	X	X
Mark McNeal	41	X	X	X	X		X	X	X
Chris Seufert	21	X	X		X	X	X		X
Troy Hays	22					X	X		X
Pete Larkin	26	X	X	X	X		X	X	X
Hunter Clasen	12	X	X		X		X	X	X
Patrick Burger	37	X	X	X	X	X	X	X	X
Mike Rickman	26					X			X



4

UNDERSTANDING OF THE PROJECT AND APPROACH FOR SUCCESS

ONE • WATER
WINTER HAVEN

JonesEdmunds

ASR US, LLC

Jones Edmunds brings extensive experience in MAR well construction, operation testing, and final permitting services to provide comprehensive engineering review and construction inspection services. We will provide comprehensive responses to each item in the scope of services for this MAR well and associated monitoring well project.

PROJECT APPROACH

Task 1 – Project Management

We will serve as the City's dedicated representative throughout the entire project lifecycle, providing comprehensive project management services for this critical MAR well infrastructure project.

Meeting Facilitation and Coordination

Our team will schedule and facilitate required project meetings, including:

- **Pre-Construction Meetings:** We will conduct comprehensive pre-construction conferences with the drilling contractor to review construction schedules, scope, coordination procedures, and project expectations, establishing clear lines of communication and responsibilities from project initiation.
- **Regulatory Meetings:** Our team will coordinate and participate in meetings with FDEP to address UIC permitting, regulatory compliance issues, and any technical requirements that arise during the project.
- **Construction Progress Meetings:** We will hold regular monthly status update meetings throughout the anticipated 12-month drilling schedule, including participation from our consultant team, the drilling contractor, and City representatives.
- **Miscellaneous Project Meetings:** We will organize additional meetings as determined necessary by our Project Manager or City staff to address specific project needs.

Compliance and Coordination Services

We will coordinate with the City to obtain any additional data needed for both permit compliance and grant funding compliance requirements. Our team will maintain the project schedule and coordinate effectively with the drilling contractor and City staff throughout the project duration.

Documentation and Reporting

We will provide monthly status updates and coordination calls, prepare comprehensive meeting agendas, document detailed meeting minutes, and prepare final permit package deliverables to jurisdictional agencies.

Task 1 Deliverables

- Project progress meeting agendas and minutes
- Consolidated data requests and compliance documentation
- Monthly status reports (as needed)



Task 2 – Well Construction Engineering and Inspection (CEI) Services

Our construction engineering and inspection services are specifically designed for the unique challenges of subsurface well construction, recognizing that MAR well construction is inherently exploratory with final design parameters determined by hydrogeologic conditions encountered during drilling.

Professional Oversight and Field Presence

We will maintain a strong onsite presence throughout the majority of drilling and construction phases, with our Professional Geologist (PG) licensed in Florida providing oversight and regulatory reporting in accordance with FDEP UIC permit requirements. Our team understands that FDEP permitting requirements mandate continuous onsite monitoring by qualified personnel during geophysical logging and testing activities.

Technical Support Services

- **Submittal Review:** We will review shop drawings, product data, and other required submittals provided by the well drilling contractor to verify general conformance with project specifications and contract requirements.
- **Technical Support and Interpretations:** Our team will provide technical interpretations and clarifications for Requests for Information (RFIs) regarding design documents when requested and support the City's review of contractor applications for payment.
- **Resident Observation:** We will be present onsite during all hydrogeologic testing and critical construction elements, including, but not limited to:
  - Pilot hole drilling and testing
  - Core sampling
  - Packer testing
  - Pumping tests
  - Geophysical logging
  - Casing settings
  - Grouting operations
  - Completion of open hole intervals



- **Weekly Regulatory Reporting:** In accordance with Class V UIC construction permit requirements, we will prepare and submit weekly drilling progress reports to FDEP, including all data and documentation outlined in the specific conditions of the issued permit.
- **Casing Seat Evaluation and Requests:** We will prepare casing seat requests for FDEP review, evaluating site-specific drilling and testing results and recommending casing depths, monitoring intervals, and recharge zone boundaries in compliance with the UIC permit.
- **Final Well Completion Report:** Upon completion of construction, we will prepare a comprehensive well completion report for submittal to FDEP, detailing and documenting all phases of construction, testing, and permitting compliance activities.

Task 2 Deliverables

- Draft Intermediate Casing and Final Casing Seat Requests (total of 3)
- Final Intermediate Casing and Final Casing Seat Requests (total of 3)
- Draft Well Completion Report
- Final Well Completion Report

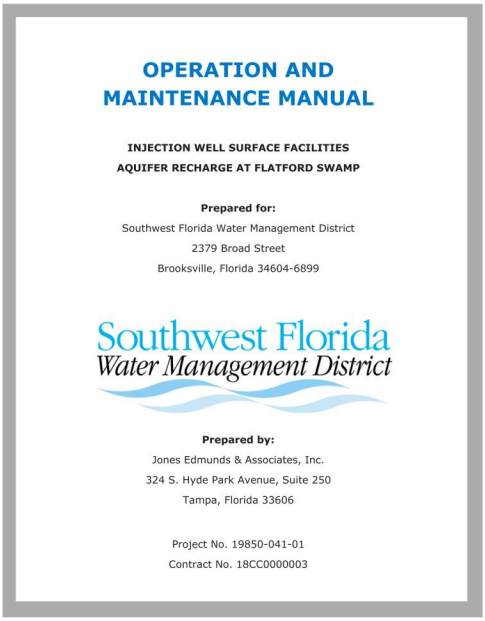
Task 3 – Operational Testing Assistance

We will serve as the City's direct representative to provide comprehensive technical and regulatory support throughout the operational testing phase and preparation of the Class V Operation Permit application, which is essential to obtain FDEP authorization for the recharge well system to become fully operational.

Comprehensive Operational Testing Support



- **Injection Testing Support:** We will assist the City in conducting injection tests at the recharge well as required prior to FDEP authorization for operational testing. This includes preparing site-specific injection test plans for FDEP review and approval, providing onsite assistance during testing, and evaluating test results with summary findings included in the operational testing request package.
- **Operational Testing Request Package:** We will prepare and submit complete operational testing request packages meeting the specific conditions outlined in the FDEP-issued well construction and testing permit. Approval of this request is required before initiating operational testing.
- **Survey Services:** We will coordinate with the selected driller for surface facilities to provide signed and sealed surveys by a professional surveyor of each well site, as required by FDEP for the operational testing request submittal.
- **Operations & Maintenance (O&M) Manual:** We will develop both draft and final O&M Manuals to meet FDEP requirements and support the operational testing request. These manuals will include comprehensive procedures for system operation, monitoring, and maintenance.
- **Record Drawings Review:** We will review record drawings reflecting the as-built conditions of the constructed well system and surface facilities, which are required components of the operational testing request.
- **FDEP Site Inspection Coordination:** We will prepare for and attend FDEP site inspections of the completed well and surface facilities as a requirement of the operational testing approval process.



OPERATION AND MAINTENANCE MANUAL

INJECTION WELL SURFACE FACILITIES
AQUIFER RECHARGE AT FLATFORD SWAMP

Prepared for:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Southwest Florida Water Management District

Prepared by:
Jones Edmunds & Associates, Inc.
324 S. Hyde Park Avenue, Suite 250
Tampa, Florida 33606

Project No. 19850-041-01
Contract No. 18CC0000003

- **System Start-up Support:** We will assist the City during system start-up, providing oversight and technical guidance to observe proper function and compliance with permit conditions.
- **Regulatory Reporting and Compliance Support:** We will assist the City with continued regulatory reporting and compliance support through the operational testing period.

Task 3 Deliverables

- Draft Operational Testing Request Package
- Final Operational Testing Request Package
- Draft O&M Manual
- Final O&M Manual

INTEGRATION WITH CITY'S PROJECT TEAM AND CONTRACTORS

Collaborative Coordination Approach

We prioritize seamless integration with the City's project team, well drilling contractor, and subcontractors through structured communication protocols and regular coordination meetings. Our approach includes:

Pre-Construction Phase

- Joint project kickoff meetings with all stakeholders
- Review of construction documents and specifications
- Coordination of drilling schedules and logistics
- Establishment of communication protocols and reporting procedures



Construction Phase

- Daily coordination with the drilling contractor and City staff
- Regular progress meetings to check status and maintain schedule
- Real-time communication of field observations and test results
- Coordination of material deliveries and equipment mobilization



Testing and Commissioning

- Oversight of aquifer performance testing and water quality sampling
- Coordination with laboratories and regulatory agencies
- Documentation of test results and compliance verification
- Support for operational startup and system commissioning

QUALITY CONTROL, DISPUTE RESOLUTION, AND STAKEHOLDER ENGAGEMENT

Quality Control Program

Our comprehensive QA/QC program applies to all phases of the project, from initial planning through final certification. We implement a three-level quality control process that provides multiple checkpoints and independent oversight throughout project delivery.

Comprehensive Three-Level Review Process

The Jones Edmunds quality procedures provide direction, guidance, and tools to deliver consistent, high-quality work for our clients. Our QA/QC process begins with a clear understanding of the scope of work, client expectations, and the required level of effort. We implement QA/QC throughout all project phases, including initial client communications, brainstorming, scope and proposal development, contracting, project planning, study and design execution, production, cost estimating, construction services, and project closeout.

- **Level 1 - Self-Checks by Technical Staff:** Level 1 reviews are self-assessments where engineers, geologists, scientists, and support personnel examine their own work before submitting it to the Level 2 reviewers.
- **Level 2 - Peer Review by Licensed Professionals:** Level 2 reviews involve peer review of technical work products by licensed professionals experienced in the respective discipline, assessing accuracy, completeness, applicability, practicality, and compatibility with client expectations. This includes constructability and cost estimate reviews by experienced construction professionals and review of subconsultant work products by our in-house experts.
- **Level 3 - Senior Management Review by Project QA/QC Manager:** Level 3 reviews are conducted by the Project Manager and a Senior Reviewer appointed to the project by Jones Edmunds senior management. Our QA/QC leads possess extensive technical expertise and experience in the areas addressed by each project assignment.

Dispute Resolution

Construction of a MAR well involves specialized drilling, casing, grouting, testing, and regulatory compliance activities that require immediate response if deficiencies are identified. Jones Edmunds addresses undesirable or unacceptable work product promptly and transparently, with a focus on protecting aquifer integrity, maintaining design intent, and minimizing project impacts.

When unacceptable work is identified, our CEI team acts quickly to prevent escalation and maintain project momentum. If an issue is detected, an immediate onsite meeting is held with the Contractor to review conditions, document deficiencies, and establish next steps. Suspect work will be exposed or demonstrated as necessary, and noncompliance with contract documents, permits, or regulatory requirements will be clearly identified. A written corrective action plan will be required from the Contractor. Typical corrective actions may include:

- Exposure and inspection of casing, grout, or well components
- Verification of drilling, grouting, and well development procedures
- Additional testing, logging, or field verification
- Engineering evaluation or limited redesign, if needed

Proposed remedies are evaluated using engineering judgment, field observations, testing data, and applicable regulatory criteria. Recommended solutions, including any cost or schedule implications, are presented for review and approval. Jones Edmunds leads coordination with Contractors, subconsultants, and permitting agencies during implementation and maintains CEI oversight throughout remediation.



Contract time extensions are not approved for issues solely within the Contractor's control. Updated schedules identifying critical path impacts and recovery actions are required when applicable, and contract provisions, including liquidated damages, are enforced as necessary.

Stakeholder Engagement

Effective stakeholder engagement is crucial for the success of the Winter Haven project, given its complexity and the diverse range of parties involved. Our approach will involve active coordination with City representatives, the drilling contractor, City staff, regulatory agencies, including FDEP, and grant funding organizations. Due to the exploratory nature of the subsurface well construction, real-time communication and collaboration are essential to our methodology. We have observed and documented that ongoing engagement helps all parties work together to address challenges or technical findings as they occur in the field, reducing risk and supporting the project's schedule.

We are dedicated to meeting these stakeholder engagement needs through a proactive, structured project management strategy. As the City's representative, our team will coordinate and lead kickoff and progress meetings, maintain open communication channels with all stakeholders, and supply clear, consolidated documentation such as meeting agendas, minutes, and status reports. Our skilled professionals, including experienced field staff and licensed geologists, will maintain a strong onsite presence to support informed decision-making and provide immediate technical assistance during critical construction phases. Our approach supports compliance management, diligent data handling, and adherence to regulatory reporting requirements, offering confidence that stakeholder expectations will be met promptly and transparently throughout the project.

FIELD RESPONSIVENESS AND TRAVEL COST MITIGATION

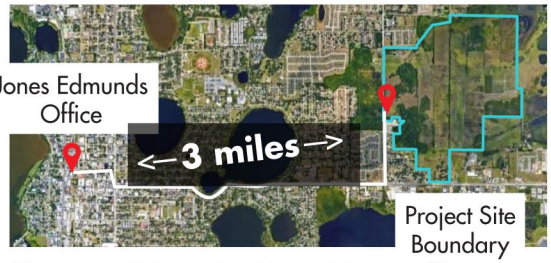
Local Presence and Rapid Response

Jones Edmunds maintains six office locations throughout Florida, allowing us to designate the most appropriate office as the principal office based on project location and key staff assignments. Our local staff can meet with the City on short notice, and our field visits require minimal travel time. We maintain the capability to have team members on-site within hours when needed.

Travel Cost Management

Our approach to minimizing travel and out-of-town expenses includes:

- Using local staff and subconsultants whenever possible
- Coordinating multiple site visits to maximize efficiency
- Leveraging technology for remote coordination and communication
- Maintaining field-equipped vehicles and mobile offices for extended site presence
- Establishing local accommodations for multi-day construction activities



The Jones Edmunds Winter Haven office is three miles from the project site.

ANTICIPATED CHALLENGES AND MITIGATION STRATEGIES

Technical Challenges

- **Hydrogeological Uncertainties:** We address subsurface variability through comprehensive pre-construction investigations and adaptive construction approaches
- **Water Quality Compliance:** Our extensive laboratory coordination and real-time monitoring capabilities provide rapid response to water quality issues
- **Equipment Performance:** We maintain relationships with specialized equipment suppliers and backup systems for critical testing equipment

Regulatory and Permitting Challenges

Agency Coordination: Our established relationships with FDEP UIC program staff facilitate efficient permit processing and issue resolution

- **Compliance Documentation:** We maintain comprehensive documentation systems to support permit compliance and renewal requirements
- **Schedule Coordination:** We build regulatory review periods into project schedules and maintain proactive communication with agency staff

Construction and Operational Challenges

- **Contractor Coordination:** Our experienced construction administration team provides clear communication and rapid issue resolution
- **Weather Delays:** We incorporate weather contingencies into project schedules and maintain flexible resource allocation
- **Site Access:** We coordinate early with property owners and utility operators to secure necessary access agreements

Our comprehensive approach to MAR well construction inspection services combines technical expertise, proven project management systems, and collaborative stakeholder engagement to deliver successful projects on time and within budget. We are committed to supporting the City's goals while maintaining the highest standards of quality and regulatory compliance.



5

USE OF LOCAL ECONOMY

INTENT TO AFFECT LOCAL ECONOMY. Through our close collaboration with the City, we understand your focus on using local resources, and we will prioritize using local resources whenever possible. This also involves coordinating with other local consultants who have previously worked on applicable projects for the City. Jones Edmunds has established an office in Winter Haven staffed with local professionals who will help lead this project.

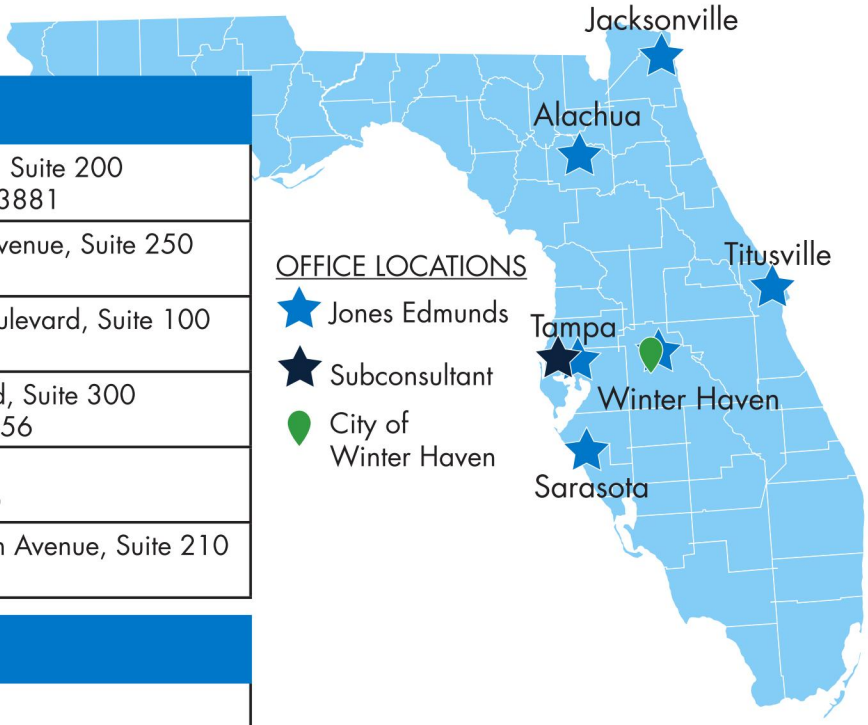
Our approach focuses on working with local businesses that can meet project requirements and uphold high-quality standards. We maintain a comprehensive database of qualified local vendors and regularly participate in small business conferences hosted by agencies across Florida to expand our list of trusted local partners. Jones Edmunds has also built strong relationships with many small, minority-, and women-owned firms throughout Florida that support our contracts. We have an internal tracking system that provides real-time data on the amount of work subcontracted and how subcontracts are distributed among local businesses.

LOCATION OF JONES EDMUNDS. Jones Edmunds' Winter Haven office will serve as the Principal and Home Office for this project. Our office is located at 141 5th Street NW, Suite 200, Winter Haven, FL 33881. We are less than half a mile from the City's offices, enabling quick responses to your requests. In addition to our Winter Haven location, this project will be supported by staff members in our Tampa and Alachua offices. The Tampa office is within an hour's drive of the City's offices, and the Alachua office is less than three hours away. Our subconsultant, ASRus, is also based in Tampa.

LOCAL STAFFING. Project Manager Anthony Holmes works from our Winter Haven office and will serve as the City's primary point of contact for all tasks under this project. He is easily accessible to the City to verify that the appropriate resources are available to complete the project on schedule and within budget. Anthony's close proximity allows him to respond promptly to your needs and attend meetings in person, which is his preferred method for anything beyond minor details. He can be available for meetings on one-hour notice and can be easily contacted on his company mobile phone for urgent issues, as well as by email. We expect more than 75% of the work will be completed by staff within a one-county radius. Work performed outside the Winter Haven area will not affect the work quality or schedule of the project. Our team regularly shares work and resources across offices.

Jones Edmunds Office Locations	
Winter Haven	141 5th Street NW, Suite 200 Winter Haven, FL 33881
Tampa	324 S Hyde Park Avenue, Suite 250 Tampa, FL 33606
Alachua	13545 Progress Boulevard, Suite 100 Alachua, FL 32615
Jacksonville	8657 Baypine Road, Suite 300 Jacksonville, FL 32256
Sarasota	7230 Kyle Court Sarasota, FL 34240
Titusville	3910 S Washington Avenue, Suite 210 Titusville, FL 32780

Subconsultant Office	
ASRus, Inc.	P.O. Box 271686 Tampa, FL 33688





6

ORGANIZATIONAL RESOURCES

OPERATIONAL STABILITY. Understanding how workload and resource allocation impact the project is crucial for success. The City emphasizes the importance of the consultant's willingness and ability to meet project schedules and budget requirements. Additional support staff, knowledgeable about current, upcoming, and projected workload, enables the consultant to reassign or add resources as needed.

As our proposal demonstrates, Jones Edmunds has a skilled, qualified, and available team (with abundant backup if needed) for the services required for this project. Anthony has reviewed our personnel resources alongside the resources you need for this project. Based on this analysis, we can readily commit the necessary resources immediately and throughout the project. Our team's familiarity with the City's staff, processes, and the Bradco AR Well project itself eliminates the "learning curve," allowing us to be immediately effective during the construction phase.

OWNERSHIP. The founders of Jones Edmunds, Richard Jones, PhD, PE, and Robert Edmunds, PE, started the firm over 51 years ago with the goal of delivering quality engineering and responsive service with unwavering integrity. Since 1974, we have been privately owned by Associates within the company. The firm's core values of integrity, knowledge, and service apply not only to how we carry out our projects but also to how we treat our Associates. Built on these values, we have remained an Associate-owned firm during a time of active industry mergers and acquisitions. In 2023, our internal shareholders reaffirmed their commitment to our Associates by selling all shares to the Jones Edmunds ESOP Trust. Choosing to become 100% employee-owned through an ESOP offers ownership stability to our Associates, our clients, and their residents.

Our key officers are as follows:

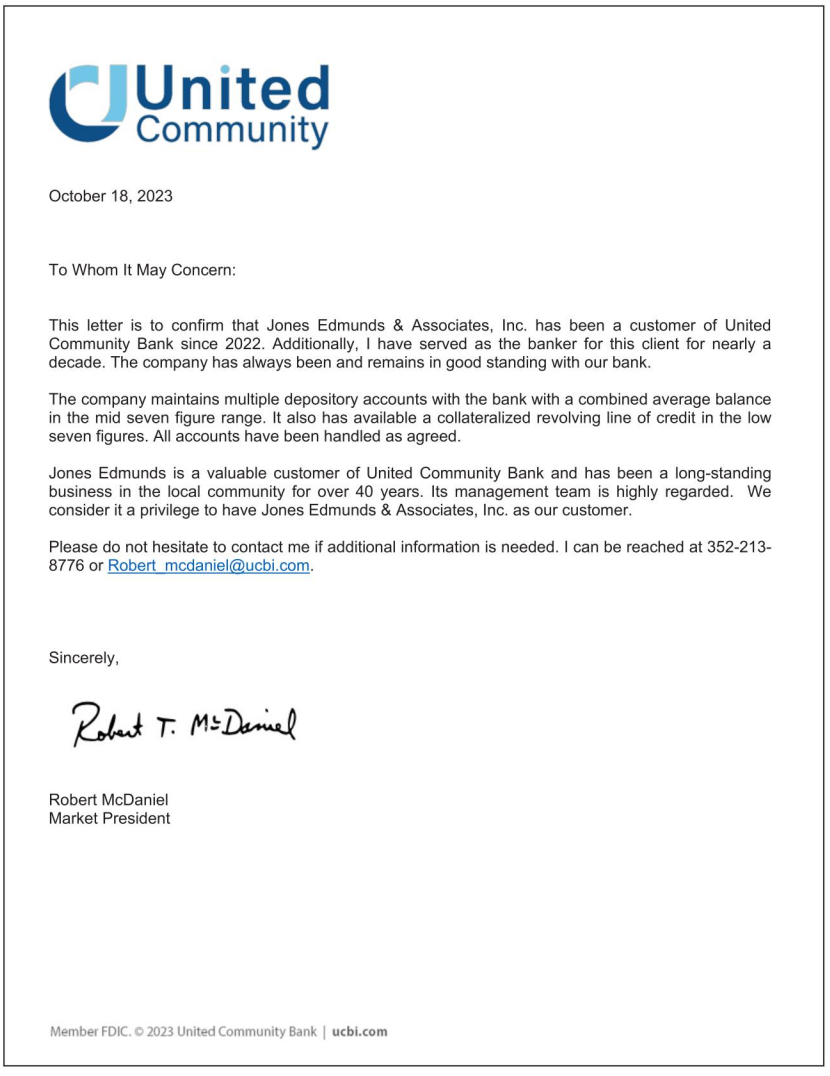
- Robert C. Edmunds, PE, CGC, Director, Secretary, and Treasurer
- Stanley F. Ferreira, Jr., PE, President and CEO
- Brian J. Icerman, PE, Executive Director, Project Delivery / Senior Vice President
- Brett Goodman, PE, Executive Director, Strategic Growth
- Brett A. Cunningham, PE, ENV SP, Managing Director / Senior Vice President
- Alan C. Foley, PE, Managing Director / Senior Vice President

CORPORATE FINANCIAL RESOURCES. Please see the letter of reference from United Community, which verifies the financial responsibility of Jones Edmunds.

INSURANCE LIMITS. Please refer to the insurance certificate included in the appendix and accompanying forms.

CONTRACT TERMINATION. Jones Edmunds has not held any contracts or subcontracts by the firm or its officers that have been terminated within the last five years.

LITIGATION OR ARBITRATION. Jones Edmunds does not have claims arising from a contract that resulted in litigation or arbitration within the last three years.



United Community

October 18, 2023

To Whom It May Concern:

This letter is to confirm that Jones Edmunds & Associates, Inc. has been a customer of United Community Bank since 2022. Additionally, I have served as the banker for this client for nearly a decade. The company has always been and remains in good standing with our bank.

The company maintains multiple depository accounts with the bank with a combined average balance in the mid seven figure range. It also has available a collateralized revolving line of credit in the low seven figures. All accounts have been handled as agreed.

Jones Edmunds is a valuable customer of United Community Bank and has been a long-standing business in the local community for over 40 years. Its management team is highly regarded. We consider it a privilege to have Jones Edmunds & Associates, Inc. as our customer.

Please do not hesitate to contact me if additional information is needed. I can be reached at 352-213-8776 or Robert_mcdaniel@ucbi.com.

Sincerely,

Robert T. McDaniel

Robert McDaniel
Market President

Member FDIC. © 2023 United Community Bank | ucbi.com



APPENDIX AND FORMS

ONE WATER WINTER HAVEN

JonesEdmunds

ASR US, LLC

Project Team Organization Chart

JonesEdmunds

*SUBCONSULTANT:

ASRUS, LLC

ONE WATER
WINTER HAVEN

Client Services
Tom Friedrich, PE, BCEE

Project Manager
Anthony Holmes, PE

QA/QC
Jim McLellan, PE
***Mark McNeal, PG**

Construction Contract Administration
Chris Seufert, PMP

Submittal Review / Technical Support
Troy Hays, PG
***Pete Larkin, PG**

Resident Observation
***Hunter Clasen, PhD, PG**
Task Leader
*Alia Simms
*Christopher Nenninger, PhD
*Ryan Szeezil
*Alex Potter

Regulatory Compliance / Permitting
***Pete Larkin, PG**
Anthony Holmes, PE
*Joe Haberfeld, PG

Operations Testing / O&M Manual
Patrick Burger, PE
***Hunter Clasen, PhD, PG**

Construction Project Coordination
Terry Ann LeDuc

Additional Engineering Support Services as Needed

Safety
Mike Rickman, CRCMP

Survey
to be determined with input from the City and Contractor

GIS Coordination for Assets
Alex Buchans

ANTHONY HOLMES, PE

Project Manager

"I became a consulting environmental engineer to help clients develop solutions to benefit their interests and the environment. I am driven to develop solutions and approaches to unique and more conventional projects that will serve our clients."

Anthony is a Senior Engineer with Jones Edmunds in our Winter Haven office. He has over 20 years of experience in water and wastewater engineering, including water supply, wastewater collection, transmission, and treatment facilities, and reclaimed water storage, transmission, and distribution facilities. Anthony is a board member of the AWWA Standards Council. He also chairs the AWWA Solids Handling Pump Standard Committee and serves as Chair of the AWWA Submersible Vertical Turbine Pump Committee.

RELATED EXPERIENCE

Bradco Managed Aquifer Recharge Well Permit Modifications and Technical Specifications | City of Winter Haven | Project Manager | Anthony served as Project Manager to provide modifications to the FDEP UIC permit for the MAR well and associated monitoring wells.

ASR Well Construction and Design of Surface Facilities | City of St. Cloud | Project Engineer | Anthony provided construction administration and resident observation services for the ASR well and associated wells. He also prepared an application for water quality criteria exemption and an FDEP application to modify the existing SSWWTF operating permit for the Class V well.

Reclaimed Water Pipeline and Master Force Main Design and Permitting | City of Winter Haven | Engineer of Record | Jones Edmunds provided design and permitting services for approximately 23,000 linear feet of 24-inch reclaimed water pipeline and 24-inch force main from WWTP No. 3 to the existing reclaimed water system at the Chain O'Lakes Complex. Anthony served as the Engineer of Record for the modeling, design, and permitting on this project.

WWTP No. 3 Filter Addition Construction Services | City of Winter Haven | Project Engineer | Anthony provided construction phase services, including submittal review, request for information, limited resident observation, progress meeting, pay application review, and construction administration and management activities.

Master Lift Station Construction Services | City of Winter Haven | Project Engineer | Jones Edmunds provided design, permitting, bidding, and construction-phase engineering services for the Master Lift Station. Anthony worked on construction administration and coordination, resident observation, submittal review, requests for information responses, and pay application review.

Glen Subregional WRF Denitrification Upgrades | Hernando County | Senior Engineer | Anthony assisted with preliminary design, permitting, final design, and bidding, as well as the centrifuge and drying bed design, and review of the dewatering facility upgrades.



AREAS OF EXPERIENCE:

- Construction Management
- Wastewater and Reclaimed Water System Engineering
- System Inspection and Condition Assessment
- Optimization Evaluations and Studies
- Capacity Analysis
- Preliminary and Final Design
- Bidding and Procurement Services
- Compliance Studies
- Master Planning
- Permitting

EDUCATION:

Bachelor of Science, Civil Engineering

YEARS OF EXPERIENCE: 20

PROFESSIONAL CERTIFICATION:

Professional Engineer, #70809, FL

THOMAS FRIEDRICH, PE, BCEE

Client Services

"I always enjoy solving problems and working with people, and as a consulting engineer, I can work directly with clients to listen and understand their needs and concerns to provide engineering planning, evaluation, and solutions to protect the environment and improve public health and safety for the communities they serve."

Tom is a Senior Consultant and Vice President for the Jones Edmunds Utilities Discipline in our Tampa office with over 36 years of experience in water and wastewater treatment process design, systems evaluation, master planning, facility project management, and construction administration. He has successfully led the assessment, design, and construction phases of numerous water, wastewater, reclaimed, and biosolids engineering projects. Tom offers a wealth of knowledge in water quality evaluation, water chemistry, the microbiology of water and wastewater systems, and an in-depth understanding of plant operations, performance, regulatory compliance, and assistance with facility permitting issues. He has been the Project Manager, Engineer of Record, and QA/QC leader for water and wastewater planning, program, design, and construction projects ranging from 0.10 to 100 MGD.

RELATED EXPERIENCE

Flatford Swamp Aquifer Recharge | Southwest Florida Water Management District (SWFWMD) | Engineer of Record, QA/QC | Tom served as the Senior QC reviewer for the design of the surface water diversion and intake system to divert up to 2 MGD from the Myakka River to the recharge well. He was also the Engineer of Record for the UIC Class V recharge well. He led the design effort for the chemical treatment system to reduce dissolved oxygen and minimize arsenic mobilization.

Water Treatment Plant ASR | City of Bradenton | Lead Engineer | Tom served as Lead Engineer and provided QA/QC to design the ASR-2 system's degasification system and transfer, injection, and recovery pump stations. Jones Edmunds provided pilot testing evaluation with SWFWMD, preliminary and final design, and construction administration services.

ASR-2 Operational Support | City of Bradenton | Client Services | Tom provided client services for the operational support of the ASR-2 system. This included monitoring and data review during initial well conditioning and cycle testing as required by FDEP, as well as related regulatory coordination and compliance issues. Services included O&M manual updates, data review, response to requests for information from FDEP, presentation development and public meetings, and operational services.

Recharge Well Construction and Design of Surface Facilities | City of St. Cloud | Engineer of Record and Senior Consultant | Tom provided Client Services for this project, which included a pilot study, design of the surface facilities and Class V well head, a well house, and flow metering and well water level monitoring equipment. We provided bidding, construction administration, resident observation, preparation of permitting applications, and assistance with the initial startup and operation.



AREAS OF SPECIALIZATION:

- Surface Water Intake, Screening, and Transmission/Pumping Design
- ASR/Recharge Well Degasification and Oxygen Scavenger Design and Pilot Testing
- Construction Administration of Treatment Facilities
- Water and Wastewater Treatment Process Design
- Master and Facilities Planning
- Water and Wastewater Treatment Process Design
- Biological Nutrient Removal (BNR) and Advanced Treatment
- Water Quality, Water Chemistry and Microbiology
- Regulatory Permitting and Compliance

EDUCATION:

Master of Science, Environmental Resource and Engineering

Bachelor of Science, Environmental and Forest Biology

YEARS OF EXPERIENCE: 36

PROFESSIONAL CERTIFICATION:

Professional Engineer, #61281, FL

Board Certified Environmental Engineer (BCEE), #01-10041

JIM MCLELLAN, PE

QA/QC

"I am happiest working with clients as a team to identify innovative and practical ways to solve problems and improve lives. The water and wastewater industry allows me to combine my skills and interests in projects that benefit society and the environment. Utility infrastructure projects excite me because they often involve creative solutions to persistent issues."

Jim is a Chief Engineer in our Tampa office with over 39 years of experience designing and managing engineering projects and negotiating with regulatory agencies to facilitate effective, practical, and environmentally responsive solutions. Jim rejoined Jones Edmunds after serving as the City of Bradenton's Director of Public Works and Utilities, providing a wealth of knowledge and client operational perspective to our Utilities Discipline.

RELATED EXPERIENCE

Direct Potable Reuse Project | City of Winter Haven | Chief Engineer, QA/QC | Jim is serving as Chief Engineer on this project for the development of a mobile treatment system to demonstrate the feasibility of direct potable reuse for the City and be used as a public outreach tool to educate the community on the benefits of DPR.

Industrial Pretreatment Program Surcharge Rate Update | City of Winter Haven | Chief Engineer | Jones Edmunds is assisting the City with updating their IPP surcharge rates which includes addition of flow, BOD, TSS and potentially TDS surcharge rates for facilities exceeding their IPP permit limits. Jim is serving as Chief Engineer.

Aquifer Recharge Well Surface Facilities Design | City of Bradenton | Chief Engineer, QA/QC | Jim is serving as the Chief Engineer for the design of a plant modification that will deliver flow of up to 18-MGD to the new AR well.

*ASR-2 Design/Construction | City of Bradenton | Director of Public Works and Utilities | Jones Edmunds provided operational support to assist in regulatory and compliance issues related to the operation of the ASR-2 system for the City of Bradenton. This included monitoring and data review during initial well conditioning and cycle testing as required by FDEP and related regulatory coordination and compliance issues. Work generally included O&M manual updates, data review, and MOR assistance, response to RFIs from FDEP, presentation development and public meetings, and operational services. Jim was the Client Representative for the City of Bradenton and collaborated with Jones Edmunds to deliver this project.



AREAS OF SPECIALIZATION:

- Utilities Infrastructure Planning, Operations, and Management
- Wastewater System Evaluation,
- Design, and Permitting
- Industrial Wastewater Treatment
- and Pretreatment Design
- Government Relations
- Project Management
- Water Quality and Whole Effluent Toxicity
- Water Distribution, Pumping, Storage, and Treatment System Design
- Stormwater System Design

EDUCATION:

Master of Science, Civil Engineering (Environmental)

Bachelor of Science, Civil Engineering

YEARS OF EXPERIENCE: 39

PROFESSIONAL CERTIFICATION:

Professional Engineer, #60377, FL

FDEP Qualified Stormwater Management Inspector, #6714

*Work performed for the City of Bradenton prior to rejoining Jones Edmunds

CHRIS SEUFERT, PMP

Project Management / Construction Contract Administration

"As a Construction Administrator at Jones Edmunds, I am committed to overseeing projects that expertly balance client needs with environmental sustainability. I pride myself on managing each project with a focus on innovative solutions and community benefits, providing that we not only meet but exceed the expectations of our stakeholders while preserving the natural beauty of our communities."

Chris manages the Jones Edmunds Construction Services Department in our Tampa office. He has extensive experience working with Contractors to keep projects on schedule and on budget. He has experience with civil and pipeline projects, including pump stations and stormwater systems. Additionally, he is an expert in coating systems.

RELATED EXPERIENCE

WWTF Recharge Well PSDC | City of Bradenton | Construction Administrator | Jones Edmunds is assisting ASRus with the professional services during construction related to the City's WWTF Recharge Well. The scope of services includes providing ASRus and the City with support through construction administration, site visits, and general construction services. Chris is providing construction administration on this project as it moves into the construction phase.

Bradenton WRF Clarifier | City of Bradenton | Construction Administrator | Jones Edmunds provided a design report, drawings, technical specifications, permit modification services, bidding services, limited construction administration, contract closeout, and project management for demolishing the aerobic digester and constructing the fourth clarifier at the City's wastewater treatment plant. Chris is providing construction administration services, including site visits and field observation reports.

Phase 1 Water Main and Force Main Reclaimed Water Extensions CEI Services | City of Winter Haven | Construction Administrator | Jones Edmunds is providing continued permitting, easement, and funding support along with bidding and construction services for all the mains in this phase. In the previous part of this project, Jones Edmunds provided design and permitting services for approximately 23,000-linear feet of reclaimed water interconnect pipeline approximately 23,000-linear feet of force main. Under a separate task order, Jones Edmunds provided design and permitting services for the installation of 6,500-linear feet of 16-inch water main. Chris is providing construction administration services, including site visits and field observation reports.

Crooked Lake Park Receivership | Polk County | Construction Administrator | Jones Edmunds is providing design, permitting, and construction support for three new duplex lift stations to replace existing lift stations within the Crooked Lake subdivision. The design includes new force mains and connection to the City of Lake Wales public sanitary sewer system, thus allowing for the decommissioning of an old on-site package wastewater treatment plant. Chris is providing construction administration services and support.



AREAS OF SPECIALIZATION:

- Construction Administration
- QA/QC

EDUCATION:
Associate of Science, Applied Sciences

YEARS OF EXPERIENCE: 21

PROFESSIONAL CERTIFICATION:
Project Management Professional (PMP)®

TROY HAYS, PG

Submittal Review / Technical Support

"Florida's unique ecosystem and significant outdoor recreation opportunities are major reasons I came to Florida. I am proud to work to protect Florida's natural resources and help my community grow. I became a consultant to help clients develop solutions to reduce their environmental impact. I am an engaged contract and project manager delivering Florida water resources and utilities programs and projects to the fullest satisfaction of my clients that I possibly can."

Troy is the Senior Manager for the Jones Edmunds Public Works Discipline. He has served as the Construction Administrator and Project Manager for various projects throughout Florida. Troy has been responsible for all phases of construction projects, from design, constructability reviews, and cost estimating through project construction to facilities start-up and certifications. He coordinates field activities with clients, contractors, and Jones Edmunds personnel; oversees preconstruction activities, including preconstruction conferences; provides public utility coordination; and reviews contractor construction and submittal schedules.

RELATED EXPERIENCE

Flatford Swamp Aquifer Recharge | SWFWMD | Project Geologist | Troy assisted with the site layout and final design of the deep well. Jones Edmunds is assisting SWFWMD in exploring aquifer recharge to benefit the SWIMAL and maintain the hydroperiods at Flatford Swamp.

Injection Well MIT | City of Rockledge | Project Geologist | Jones Edmunds planned the Mechanical Integrity Test for the City of Rockledge Deep Injection Well. The deep injection disposes of secondarily treated effluent into the Lower Floridan aquifer. Troy provided updates to the well head design.

MIT Testing and Permit Renewal | City of Rockledge | QA/QC | Jones Edmunds prepared an MIT plan for FDEP approval, contracted with a driller to perform the MIT, and prepared a summary report to document successful mechanical integrity. Troy provided QA/QC of the report.

Wastewater Treatment Plant No. 3 Construction Phase Services | City of Winter Haven | Project Manager | Jones Edmunds provided design, permit, and construction-phase services for the WWTP No. 3 Reclaimed Water Pump Station and Storage Tank project. The primary components of the project included installing a high-service pump station, a 5-MG ground storage tank, and the accompanying yard piping, electrical equipment, and control systems. Troy oversaw construction administration and construction services for this project.

DeLeon Springs Utility Extensions | Volusia County | Project Manager – Construction | Troy managed this project to provide planning, design, public/stakeholder outreach, and construction services on an accelerated schedule to connect approximately 50 residential and commercial properties to the City of Deland's central wastewater system and improve the water facilities in the corridor.



AREAS OF SPECIALIZATION:

- Project Management
- Construction Administration
- Construction QA/QC
- Groundwater Modeling
- Permitting
- Funding Assistance
- Evaluation of Site Conditions
- Contamination Remediation
- Materials Testing and Evaluation

EDUCATION:

Bachelor of Science, Geology

YEARS OF EXPERIENCE: 22

PROFESSIONAL CERTIFICATION:

Professional Geologist, #PG2679, FL

Transportation Approved Temporary Traffic Control (TTC) No. 51816

PATRICK BURGER, PE

Operations Testing / O&M Manual

"One of the greatest joys in my life is assisting others in unraveling complex problems. As a water resource engineer, my profession offers me the chance to do precisely that, addressing a diverse range of challenges and working with people from various backgrounds."

Patrick specializes in developing and applying groundwater models to assess water withdrawals' impact on regional surface and groundwater resources. With a robust background, he effectively manages large water resource construction projects and excels in GIS analysis, field data collection, and alternative water supply development. He is also experienced in septic-to-sewer analysis, permitting, and regulatory review.

RELATED EXPERIENCE

Wastewater Treatment Plant No. 3 Aquifer Storage and Recovery and Aquifer Recharge Feasibility Study | City of Winter Haven | Project Manager | Patrick is helping the City of Winter Haven determine the feasible ASR and AR alternatives for managing reclaimed and alternative water supplies at the City's WWTP No 3.

Wastewater Treatment Facility Recharge Well Professional Services During Construction | City of Bradenton | Project Manager | Patrick is managing this project as Jones Edmunds assists ASRus with professional services during construction for drilling the recharge well at the City of Bradenton's WWTF. Our services include providing support through construction administration, site visits, and general construction administration services.

UIC Class I Injection Well System Permit Renewal and Mechanical Integrity Testing (MIT) | City of Oldsmar | Project Manager | Patrick is providing professional engineering services to the City of Oldsmar to complete the FDEP UIC Permit Renewal Application. He is preparing a work plan and will oversee the MIT for the Class I Injection Well.

UIC Class I Municipal Deep Injection Well | Golden Ocala Equestrian Land | Project Engineer | Patrick is providing professional services related to preparing well specifications, bidding assistance, professional services during construction, preoperational testing documentation, and operational testing and permitting for a Class I Municipal Deep Injection Well (DIW-1) for reclaimed water disposal at the Northwest Water Reclamation Facility in Marion County.

Volusia County CUP | Volusia County | Project Manager | Patrick is managing this project to renew the County's CUP for their public water system to serve public supply customers within the County's Service Area. The water use is permitted by the SJRWMD, which authorizes the withdrawal of groundwater from the Upper Floridan Aquifer.



AREAS OF SPECIALIZATION:

- Groundwater Modeling
- H&H Modeling
- GIS Analysis
- Septic-to-Sewer Analysis

EDUCATION:

Master of Engineering, Hydraulics and Hydrology

Bachelor of Science, Civil Engineering

YEARS OF EXPERIENCE: 37

PROFESSIONAL CERTIFICATION:

Professional Engineer, #57404, FL

MIKE RICKMAN, CRCMP

Safety

"Safety planning is effective when it combines knowledge, preparation, and practical solutions. I'm passionate about developing clear, effective safety programs that support field crews, protect communities, and strengthen project outcomes. Helping people stay safe while accomplishing challenging work is the most rewarding part of what I do."

Mike is Jones Edmunds' Safety and Training Specialist. He has experience in workplace safety training, developing safety programs and policies, and project management. In particular, his past experience as Safety Manager, Debris Manager (for hurricane recovery efforts), and Construction Project Manager makes him a valued member of the Jones Edmunds' team. He has developed Safety Manuals and Debris Management plans that have been approved by FEMA and has worked in hurricane recovery efforts for local governments. He has extensive knowledge of OSHA regulations, emergency recovery operations, and underground construction.

RELATED EXPERIENCE

AWIA Risk and Resilience Assessment and Emergency Response Plan | City of Winter Haven | Safety Specialist | Mike reviewed City emergency response files and assisted in developing Incident Action Checklists and the emergency response plan format. Jones Edmunds performed a risk and resilience assessment for the City's water and wastewater assets that resulted in the identification of a prioritized list of mitigation measures to reduce the City risk and critical water and wastewater assets.

Village Water – Wastewater Treatment Facility Interconnection Assessment and Modifications | Florida Governmental Utility Authority (FGUA) | Safety Specialist | Mike prepared the safety plan to inform and prepare staff for field activities required to complete force main route assessments and treatment plant observations and inspections.

AWIA ERP Update | Destin Water Users, Inc. | Safety Specialist | Mike served as the lead developer of the incident action checklists and ERP update document using the Jones-Edmunds-developed template that uses EPA, FEMA, and AWWA guidelines for formatting the ERP.

Utility Emergency Response Plan Update | City of Zephyrhills | Safety Specialist | Mike served as the lead developer of the incident action checklists and ERP update document using the Jones-Edmunds-developed template that uses EPA, FEMA, and AWWA guidelines for formatting the ERP.

Linwood Road GT Permitting and Relocation | Charlotte County | Safety and Training Specialist | Mike prepared the safety plan as Jones Edmunds assists Charlotte County with GT relocation efforts along the proposed utility route.



AREAS OF SPECIALIZATION:

- Occupational Health and Safety
- Safety Training
- Debris Management Operations
- Emergency Planning
- OSHA Regulations
- Project Management
- Construction

EDUCATION:

Bachelor of Science, Safety Engineering Technology

YEARS OF EXPERIENCE: 26

PROFESSIONAL CERTIFICATION:

CRCMP (Certified Risk & Compliance Manager), #337790

FDOT Temporary Traffic Control Certification, #51817

Mark B. McNeal, PG, QA/QC

Mr. McNeal is **Chief Executive Officer** for **ASRus, LLC**. Mr. McNeal has 40 years of experience in hydrogeologic investigations in Florida, including project management of water supply, Aquifer Storage and Recovery (ASR), deep well injection, and reuse projects; design and permitting, well construction inspection; data analysis; geophysical logging and interpretation; aquifer pumping test design and analysis; system startup; well rehabilitation activities, mechanical integrity testing, and operational cycle testing. He is well known with FDEP and EPA Region IV for unique approaches in UIC permitting.

Representative Water Supply Projects

Polk County Central Water Production Facility – Mr. McNeal was part of the Reiss Engineering team responsible for designing, permitting, and constructing two Upper Floridan aquifer and one Lower Floridan aquifer water supply wells for Polk County.

City of Apopka Grossenbacher WTP – Mr. McNeal is part of the Reiss Engineering team that is converting an UFA water supply well to a LFA supply well as a condition of the City's Consumptive Use Permit (CUP). Replacement well No. 1 is designed to be completed to a depth of 1,400 feet below land surface (bls). Mr. McNeal provides senior hydrogeological oversight of this work.

City of Apopka Mt. Plymouth WTP – Mr. McNeal is part of the Reiss Engineering team that converted an UFA water supply well to a LFA supply well for the Mt. Plymouth Lakes Well No. 1 replacement. Mr. McNeal provides senior hydrogeological oversight of this work.

Tavistock Water Treatment Plant – For Tavistock Development Company, Mr. McNeal served as senior hydrogeologist for siting, designing, and construction oversight of a 600-foot UFA water supply well at the planned Water Treatment Plant. ASRus is a subconsultant on this project to Reiss Engineering.

Polk Regional Water Cooperative Southeast Wellfield – Mr. McNeal is providing senior hydrogeological services for the PRWC Southeast Wellfield in Polk County. The LFA is being investigated as a potential a brackish water supply to serve municipalities and county customers throughout Polk County. Mr. McNeal is also tasked with helping to identify a concentrate disposal permeable interval in the lowermost permeable zone within the LFA at the initial test location.

Polk County Utilities Imperial Lakes No. 3 – Mr. McNeal was part of a team that designed, permitted, and oversaw construction of a new supply well at the Imperial Lakes WTP.

JEA Ponce De Leon Water Treatment Plant – For JEA, Mr. McNeal was part of a team responsible for siting, designing, and overseeing construction of a water supply replacement well at the Ponce De Leon Water Treatment Plant.

Englewood Water District, Reclaimed Water ASR – Mr. McNeal has been involved in all aspects of EWD's four fresh groundwater and two brackish groundwater supply wellfields.

City of Zolfo Springs Water Supply Well – Mr. McNeal provided senior hydrogeological services as a subcontractor under Rowe Drilling to construct and provide startup services for a City production well into the UFA. The well provided much needed public water supply redundancy for its water supply system.

Marion County Water Supply Well – Mr. McNeal assisted the County constructing a potable water supply well at the County's Lakeview Hills WTP. He is currently providing hydrogeologic oversight on a coring project to assess the water supply potential in the LFA at two sites within Marion County.

City of Newberry Public Supply Well – For the City of Newberry, Mr. McNeal provided senior hydrogeological services for a new public supply well at the City's Water Treatment Plant No. 2 expansion project.



Education

- B.S., Geological Engineering, Brigham Young University, 1984

Professional Registrations

- Professional Geologist: Florida (#1231)

Years with ASRus

- 19 years

Pete Larkin, PG, Regulatory Compliance/Permitting

Mr. Larkin is a **Vice President** at **ASRus, LLC.** He has 26 years of experience in permitting, design, construction, and hydrogeologic testing of Upper Floridan aquifer (UFA) and Lower Floridan aquifer (LFA) wells. Mr. Larkin has served as Project Manager and/or Lead Hydrogeologist on various projects involving Class I municipal and industrial injection wells, aquifer recharge, ASR, reuse, and water supply projects throughout southwest and central Florida.

Related Project Experience

SWFWMD Lower Floridan Aquifer Investigation, Polk County – Mr. Larkin was part of a team that assisted the SWRWMD with the design and construction oversight of a Lower Floridan aquifer (LFA) test well in southeast Polk County. Mr. Larkin served as the Project Manager for the initial phase of this regionally important water supply investigation and continued throughout the project providing senior technical oversight.

Polk County Reclaimed Water ASR – Mr. Larkin assisted with the construction oversight of the reclaimed water ASR well at the County's Northwest WWTP. The ASR system was designed to utilize the lower Floridan aquifer (LFA) to a depth of 2,944 ft.

Peace River Manasota Regional Water Supply Authority – Mr. Larkin has been actively involved with the Peace River ASR System since 2003. Since 2009 he has been Project Manager for the hydrogeologic services contract providing regulatory support to their ASR program, recently assisting with obtaining an operation permit for the 21-well potable water ASR system, the largest ASR system in the eastern US. He is currently the Project Manager on the development of Class I injection well for RO concentrate disposal at the Peace River Facility. And

Manatee County UIC Program, Manatee County – Mr. Larkin served as Project Manager for the County's injection-well-related projects including MITs, well rehabilitations, and permitting of a Class I municipal well and design and permitting of a Class V AR well while at CH2M. Now with ASRus, he continues as Sr. Hydrogeologist, overseeing the Class V AR well construction that is permitted to recharge up to 15 MGD of reuse water in the Avon Park high-permeability zone of the UFA. He is also the Sr. Hydrogeologist for the construction of an LFA Class V municipal injection well and an LFA Class I industrial municipal/RO concentrate disposal well to 3,500 feet, recently constructed at the County's North Regional WRF. He was responsible for much of the work on these projects including permitting, design, and managing all construction oversight. He is was the Project Manager for the Class I injection well at Piney Point and continues to support the County with operation and reporting for this system.

City of Bradenton ASR and Aquifer Recharge – Mr. Larkin serves as the Sr. Hydrogeologist to expand the City's ASR program by up to three additional ASR wells and up to 6 MGD of additional capacity. He has been responsible for preparing the permit application, technical specifications, and overseeing construction activities of the first of three ASR wells at this site. He led the permitting effort and technical specification for an aquifer recharge well into the UFA that will allow the City to reduce or eliminate its reclaimed water discharges into the Manatee River.

City of Tampa, ASR Program – Mr. Larkin has been involved with the City's ASR program since 1999. He continues to provide technical and regulatory support for this ASR wellfield that serves as a crucial water supply wellfield for the City during the dry season. He is currently managing the permitting of three Class I deep injection wells at the City's water treatment facility.

City of Fort Myers RO Brackish Wellfield – Mr. Larkin served as the field Lead Geologist for portions of the City's RO wellfield expansion. Mr. Larkin was responsible for mentoring and oversight of field geologists during the construction and testing of multiple RO brackish supply wells.



Education

- BA, Natural Science, University of South Florida, 1994

Professional Registrations

- Professional Geologist: Florida (#2793)

Total Years' Experience

- 26 years

Years with ASRus

- 10 years

Contact Information

- plarkin@asrus.net
- Cell: 813-382-8516

Hunter J. Clasen, PhD, PG, Resident Observation Task Leader, Operations Testing/O&M Manual

Mr. Clasen is a Vice President for ASRus, LLC. He has over 40 years of experience in the geologic sciences and has successfully managed water resource projects, water supply projects, hydrogeologic studies, contamination and assessment projects, remedial investigations and clean-ups, and munitions and explosives of concern (MEC) projects for both governmental and private clients. He has extensive experience on a wide variety of projects including groundwater modeling, water resource assessment, deep well injection, aquifer storage and recovery (ASR), surface geophysics, borehole geophysics, water supply, application of treated effluent, landfill monitoring, geologic interpretation, risk-based data management, and base metal and precious metal mining.

Representative Water Supply Projects

JEA Ponce De Leon Water Treatment Plant – For JEA, Mr. Clasen was part of a team responsible for siting, designing, and overseeing the construction of a water supply replacement well at the Ponce De Leon Water Treatment Plant. Mr. Clasen managed the hydrogeologic services, including services during construction. Technical specifications were prepared, and our team provided assistance during bidding, which resulted in a well replacement cost considerably below the engineer's estimate. Mr. Clasen provided assistance during the well construction process and worked closely with the prime consultant contracted with JEA to complete the replacement well.

Polk County Central Water Production Facility – Mr. Clasen was part of a team responsible for designing, permitting, and constructing two Upper Floridan aquifer (UFA) and one Lower Floridan aquifer (LFA) water supply wells for Polk County Utilities. Mr. Clasen managed all onsite resident observations during drilling and testing activities. Drilling was completed throughout the entire LFA strata to a depth of over 3,000 feet. Mr. Clasen prepared the Well Completion Report to document the drilling and testing activities of the large diameter UFA water supply well and dual-use LFA/UFA production well capable of producing both fresh and brackish groundwater out of the same well.

Englewood Water District, Reclaimed Water ASR – Mr. Clasen has been involved with EWD's fresh groundwater and brackish groundwater supply wells. EWD operates two brackish water wellfields and four shallow freshwater wellfields throughout its service area. An annual wellfield operations report is prepared and submitted to the Southwest Florida Water Management District (SWFWMD) that evaluates the condition of each of the wellfields, which Mr. Clasen has assisted with.

City of Apopka Grossenbacher WTP – Mr. Clasen was part of a team that converted a UFA water supply well to an LFA supply well as a condition of the City's Consumptive Use Permit (CUP). Mr. Clasen was responsible for drilling oversight activities and helped to design the LFA production well. Replacement well No. 1 was designed to be completed to a depth of 1,400 feet below land surface (bls). Mr. Clasen provided senior hydrogeological oversight of this work.

City of Apopka Mt. Plymouth WTP – Mr. Clasen was part of a team that converted a UFA water supply well to an LFA supply well for the Mt. Plymouth Lakes Well No. 1 replacement. Mr. Clasen provided senior hydrogeological oversight of this work and was responsible for defining the lithologic profile encountered during drilling.

City of Zolfo Springs Water Supply Well – Mr. Clasen provided senior hydrogeological services as a subcontractor under Rowe Drilling to construct and provide startup services for a City production well into the UFA. The well provided much needed public water supply redundancy for its water supply system.



Education

- PhD, Philosophy, Geology/Earth Science, General, University of South Florida, 2018
- M.S., Geology, University of South Florida, 1989
- B.A., Geology, University of South Florida, 1979

Professional Registrations

- Professional Geologist: Florida (#27)

Years with ASRus

- 13 years

ATTACHMENT 'A'
RFQ-26-13 Submittal Cover Page

December 19, 2025
Date

Jones Edmunds & Associates, Inc.
Name of Company

Authorized Signature

Brian J. Icerman, PE — Executive Director / Sr. Vice President
Printed Name — Title/Position

13545 Progress Boulevard, Suite 100
Physical Address

Alachua — Florida — 32615-9402
City — State — Zip

BIcerman@jonesedmunds.com
Email address

352.377.5821 / 352.377.3166
Telephone Number / Fax Number

Received Addenda #'s N/A

List all "Professional Association/Sub-Consultants' (companies that you will be in association with for this project):

ASRus, LLC

Key Team members and addresses of principal office:

Anthony Holmes, PE - 141 5th Street NW, Suite 200, Winter Haven, FL 33881

Tom Friedrich, PE, BCEE - 324 S. Hyde Park Ave., Suite 250, Tampa, FL 33606

Jim McLellan, PE - 324 S. Hyde Park Ave., Suite 250, Tampa, FL 33606

Mark McNeal, PG - 13329 North Armenia Avenue, Tampa, FL 33613

Chris Seufert, PMP - 324 S. Hyde Park Ave., Suite 250, Tampa, FL 33606

Troy Hays, PG - 13545 Progress Boulevard, Suite 100, Alachua, FL 32615

Pete Larkin, PG - 13329 North Armenia Avenue, Tampa, FL 33613

Hunter Clasen, PhD, PG - 13329 North Armenia Avenue, Tampa, FL 33613

Patrick Burger, PE - 13545 Progress Boulevard, Suite 100, Alachua, FL 32615

Mike Rickman, CRCMP - 13545 Progress Boulevard, Suite 100, Alachua, FL 32615

* All of the Jones Edmunds Key Team members can work from the Winter Haven office if needed.

Attachment 'B'
Affidavit of Prime Bidder

Non-Collusion: The Contractor 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 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/consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) {Section 274a(e) of the IMMIGRATION AND NATIONALITY ACT ("INA"). 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).

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true:

Brian J. Icerman, PE

Name – printed



12/17/25

Signature / Date

Executive Director/Sr. Vice President

Title

Attachment 'C'

Affidavit Regarding the Use of Coercion for Labor and Services

State of Florida
County of Alachua

Name of Vendor: Jones Edmunds & Associates, Inc.

Address: 13545 Progress Boulevard, Suite 100, Alachua, FL 32615-9402

Phone Number & Email: 904.708.9254 BIcerman@jonesedmunds.com

Authorized Representative's Name: Brian J. Icerman, PE

Authorized Representative's Title: Executive Director/Sr. Vice President

Effective July 1, 2024, Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

As the person authorized to sign on behalf of the vendor, I certify that the vendor identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use 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;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of Florida Statute 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Brian J. Icerman, PE

The foregoing instrument was acknowledged before me this 17 day of December, 20 25, by Brian J. Icerman, PE, as Executive Director/ Sr. Vice President of Jones Edmunds & Associates, Inc, a S-Corporation, on behalf of the said Corporation who is (X) personally known to me or (____) produced a _____ driver's license as identification.

Notary Public, State of Florida
Commission no.: HH 705044
My commission expires: July 31, 2029

PATRICE FLETCHER
MY COMMISSION # HH 705044
EXPIRES: July 31, 2029

Attachment 'D'

Affidavit Regarding Foreign Countries of Concern

State of Florida
County of Alachua

Name of Vendor: Jones Edmunds & Associates, Inc.

Address: 13545 Progress Boulevard, Suite 100, Alachua, FL 32615-9402

Phone Number & Email: 904.708.9254 BIcerman@jonesedmunds.com

Authorized Representative's Name: Brian J. Icerman, PE

Authorized Representative's Title: Executive Director/Sr. Vice President

Effective January 1, 2024, Section 287.138, Florida Statutes, prohibits a Florida governmental entity from entering into a contract that may grant or allow access to any individual's personal identifying information unless the contracting entity furnishes an affidavit signed by an officer or representative under penalty of perjury concerning foreign countries of concern.

As the person authorized to sign on behalf of the vendor, I certify that:

- The vendor is not owned by 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, or by any agency of or any other entity of significant control of any of such foreign country of concern.
- 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 does not have a controlling interest in the vendor.
- The vendor is not organized under the laws of and does not have its principal place of business in 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.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Brian J. Icerman, PE

The foregoing instrument was acknowledged before me this 17 day of December, 20 25, by Brian J. Icerman, PE, as Executive Director/ Sr. Vice President of Jones Edmunds & Associates, Inc, a S-Corporation, on behalf of the said Corporation who is (X) personally known to me or (____) produced a _____ driver's license as identification.

Notary Public, State of Florida
Commission no.: HH 705044
My commission expires: July 31, 2029

PATRICE FLETCHER
MY COMMISSION # HH 705044
EXPIRES: July 31, 2029

Attachment 'E'

Scrutinized Companies Certification

Section 287.135, Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services:

(a) 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; or

(b) For One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the firm, I certify that the firm identified below does not:

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Is not engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and costs.

I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List, has been placed on the Scrutinized Companies with Activities in Sudan list, has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in a boycott of Israel.

Submitting a false certification shall be deemed a material breach of contract. The City of Winter Haven shall provide notice, in writing, to the Contractor of the City's determination that the Contractor provided a false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate within 90 days following receipt of the notice that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and bring a civil action against the company pursuant to § 287.135, Florida Statutes.

Firm Name Jones Edmunds & Associates, Inc.

Signature 

Name and Title Executive Director/Sr. Vice President

Date 12/17/25

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Jones Edmunds & Associates, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

13545 Progress Blvd., Suite 100

6 City, state, and ZIP code

Alachua, FL 32615

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

5	9	–	1	5	3	3	0	7	1

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** Linda Lyles **Date** January 1, 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

JonesEdmunds

Integrity • Knowledge • Service

SIGNATURE AUTHORITY
ACTION BY CONSENT OF DIRECTORS OF
JONES EDMUNDS & ASSOCIATES, INC.

The undersigned, being the members of the Board of Directors of Jones Edmunds & Associates, Inc., a Florida corporation (the "Company"), with corporate offices located at 13545 Progress Blvd., Suite 100, Alachua, FL 32615, hereby take the following actions by written consent:

- Robert C. Edmunds shall serve as a Director and Secretary and Treasurer of the Company.
- Stanley F. Ferreira, Jr. (a/k/a "Rick" Ferreira) shall serve as a Director and President and Chief Executive Officer and Registered Agent of the Company.

Accordingly, it is resolved as follows:

1. Signature authority for signing contracts on behalf of the Company shall be as follows:

   A. Members of the Board of Directors shall be authorized to sign all contracts.

   B. Brett A. Cunningham, Senior Vice President and Managing Director; Alan C. Foley, Vice President and Managing Director; and Brian J. Icerman, Senior Vice President and Executive Director; shall be authorized to sign all contracts.

   C. Managing Directors shall be authorized to sign subcontracts with a fee of $10,000 or less provided there are no deviations from the Company's standard terms and conditions.

2. In the absence of all authorized contract signers of the Company, a member of the Board of Directors may appoint an officer of the company to serve as Interim Secretary, Interim Treasurer, or authorized contract signer.

3. This Action by Consent may be signed in counterparts, each of which shall be considered an original, and which together shall constitute one and the same instrument. Facsimile copies and electronic signatures shall be treated in all respects as original documents and signatures.

JONES EDMUNDS & ASSOCIATES, INC. CORPORATE SEAL 1974 FLORIDA <corporate seal>

Dated January 1, 2025

Director / Secretary / Treasurer

Director / President / Chief Executive Officer

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 29th day of January, 2025, by Robert C. Edmunds, PE (Director, Secretary, and Treasurer) and Stanley F. Ferreira, Jr. (Director and President and Chief Executive Officer) of Jones Edmunds & Associates. Inc. They are personally known to me.

Notary Signature
PRINT, TYPE OR STAMP NAME OF NOTARY

NOTARY PUBLIC STATE OF FLORIDA
JoAnne Talamo
MY COMMISSION # HH302593
EXPIRES: August 18, 2026

State of Florida
Department of State

I certify from the records of this office that JONES, EDMUNDS & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on May 14, 1974.

The document number of this corporation is 452905.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 13, 2025, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of January, 2025

Secretary of State

Tracking Number: 7187802193CC

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Certificate Request Desk		
Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	PHONE (A/C, No, Ext):	(650) 762-0400	FAX (A/C, No):	(650) 762-0490
	E-MAIL ADDRESS:	certrequest@risk-strategies.com		

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers Specialty Insurance Company	10213
INSURER B :	Travelers Property Casualty Co of Amer	25674
INSURER C :	Charter Oak Fire Insurance Company	25615
INSURER D :	XL Specialty Insurance Company	37885
INSURER E :		
INSURER F :		

INSURED
Jones Edmunds & Associates, Inc,.
13545 Progress Blvd., Suite 100
Alachua FL 32656

COVERAGES **CERTIFICATE NUMBER:** 86044924 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	6808N190672	6/30/2025	6/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓	✓	BA8R804284	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000	✓	✓	CUP8N201316	6/30/2025	6/30/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	UB8N190948	6/30/2025	6/30/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability		✓	DPR5045531	6/30/2025	6/30/2026	Per Claim Annual Aggregate	$5,000,000 $5,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER

For Proposal

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

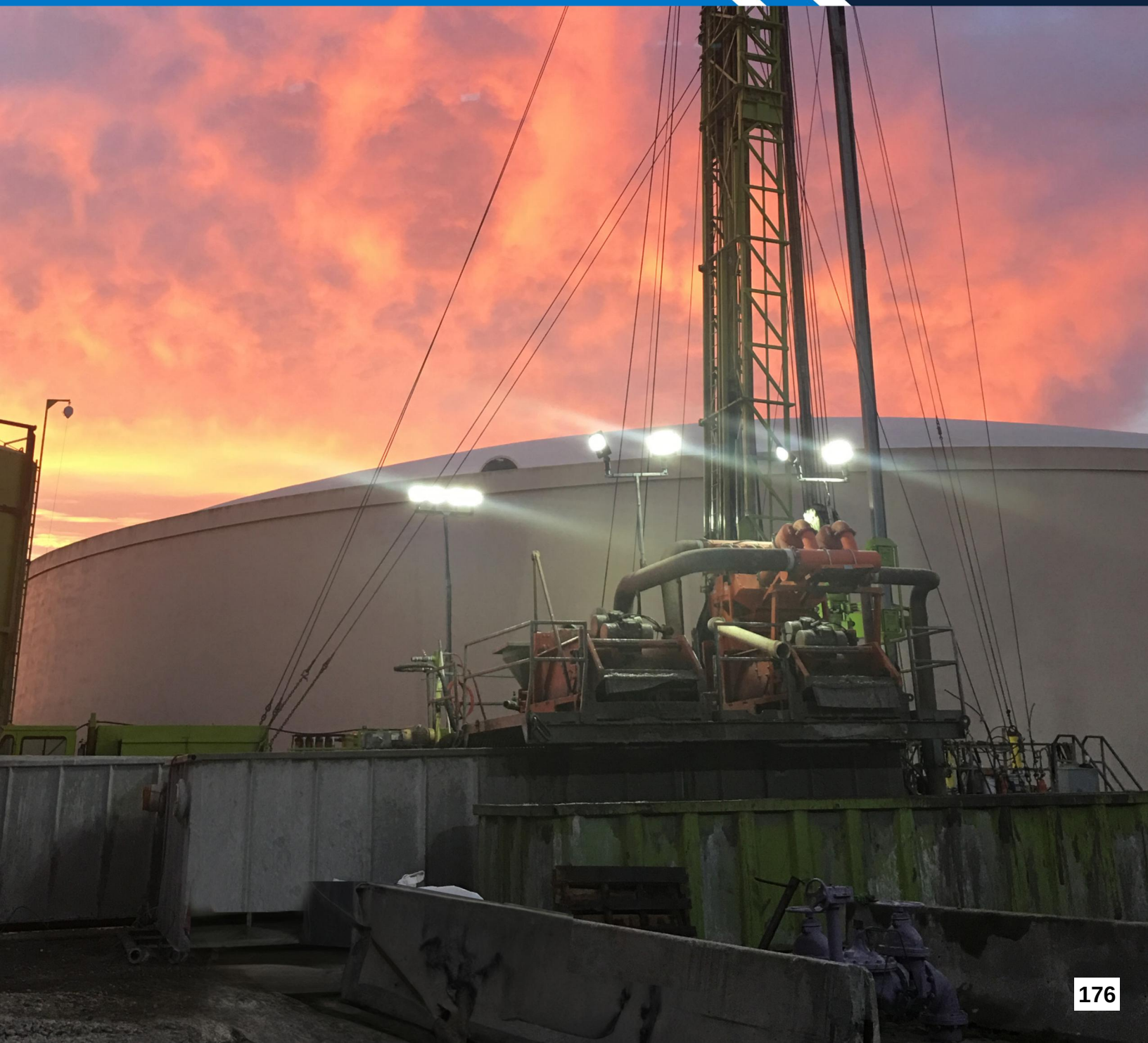
AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

© 1988-2015 ACORD CORPORATION. All rights reserved.

JonesEdmunds

800.237.1053 | JONESEDMUNDS.COM



January 28, 2026

Mark W. Bombard
Assistant Director
City of Winter Haven
401 6th Street Southwest
Winter Haven, Florida 33880

RE: City of Winter Haven Bradco Site Aquifer Recharge Well Construction Services
Jones Edmunds Opportunity No. 95300-294-25

Dear Mr. Bombard:

Thank you for the opportunity to support the City of Winter Haven in the continued development of your aquifer recharge program. Jones Edmunds, in coordination with ASRus, is pleased to submit the following Scope of Services for the next phase of the Bradco Site Aquifer Recharge (AR) Project in support of the East Winter Haven Aquifer Recharge and Wetland Restoration Project. This includes construction contract administration, oversite, and testing services for the new well construction.

BACKGROUND

The City is in the Southern Water Use Caution Area (SWUCA) as identified by the Southwest Florida Water Management District (SWFWMD). Area water supplies and natural systems have been impacted by land use changes, aquifer withdrawals, and drainage. Protecting and restoring natural systems and quality-of-life components (including lakes) are paramount as the community grows and develops.

The City is developing projects that will offset the aquifer withdrawals, replenish aquifer water supplies, and protect natural systems. The Jones Edmunds and ASRus Team worked with the City to obtain a permit from the Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) Program to construct and operationally test a Class V, Group 2 Injection Well/Recharge Well (RW-1) for the recharge of partially treated surface water from Lake Hamilton and associated monitoring wells: Suwannee Limestone Monitoring Well (SLMW-1) and Recharge Zone Monitoring Well (RZMW-1). The wells are permitted to be constructed as follows:

- Class V, Group 2 Injection Well/Recharge Well (RW-1).
  - A 32-inch diameter casing set to 200 feet below land surface (bls).
  - A 24-inch diameter casing set to 600 feet bls with a cemented annulus.
  - Total depth of 750 feet bls.
- Monitoring Well SLMW-1 completed from 200 to 250 feet bls.
- Monitoring Well RZMW-1 completed from 600 to 650 feet bls.

The proposed recharge zone is an underground source of drinking water.

This project includes the following services:

- Well Construction Contract Administration and Oversight of RW-1 and Monitoring Wells.
- Assistance with Well Operational Testing and Operation.

SCOPE OF SERVICES

The Jones Edmunds and ASRus Team will provide professional engineering services as follows.

TASK 1 – WELL CONSTRUCTION SERVICES

This Scope of Services covers professional support during the subsurface construction of the aquifer recharge well and its associated monitoring wells. The Jones Edmunds and ASRus Team's responsibilities will include field observation, oversight by a licensed Professional Geologist (PG), regulatory reporting in accordance with FDEP UIC permit requirements, and preparation of a final well completion report.

Unlike conventional infrastructure projects, subsurface well construction is inherently exploratory, with final design parameters determined by the hydrogeologic conditions encountered during drilling. Due to this variable nature, the Jones Edmunds and ASRus Team will maintain an onsite presence throughout the majority of the drilling and construction phases. FDEP permitting requirements are expected to mandate continual onsite monitoring by qualified personnel during the geophysical logging and testing activities.

To support the City during the construction and testing process, the Jones Edmunds and ASRus Team will provide the following services:

1. Submittal Review: Review shop drawings, product data, and other required submittals provided by the Well Drilling Contractor. The purpose of this review is to verify general conformance with project specifications and contract requirements.

2. Technical Support and Interpretations: Provide technical interpretations or clarification for Requests for Information (RFIs) regarding the design documents when requested and support the City's review of Contractor applications for payment.

3. Senior Hydrogeologist Oversight: Throughout the construction phase, provide technical interpretations of the Contract Documents and evaluate requested changes from the approved design or specifications. The Team hydrogeologist will respond to Contractor's requests for information and make site visits to evaluate specific problems or unusual circumstances which may arise.

4. Resident Observation: Be present during all hydrogeologic testing and critical construction elements of the project including but not limited to the following:

    a. Pilot hole drilling and testing.
    b. Core sampling.

c. Packer testing.
d. Pumping tests.
e. Geophysical logging.
f. Casing settings.
g. Grouting operations.
h. Completion of open-hole intervals.

5. Weekly Regulatory Reporting: In accordance with the requirements of the Class V UIC construction permit, prepare and submit weekly drilling progress reports to FDEP. These reports will include data and documentation typically outlined in the specific conditions of the issued permit.

6. Recharge and Monitor Well Casing Seat Evaluation and Requests: Prepare casing seat requests for FDEP review. These requests will evaluate site-specific drilling and testing results and recommend casing depths, monitoring intervals, and recharge zone boundaries in compliance with the UIC permit.

7. Final Well Completion Report: On completion of construction, prepare a comprehensive well completion report for submittal to FDEP. This report will detail and document all phases of construction, testing, and permitting compliance activities.

For this project, we expect that a single drilling contractor will be responsible for constructing the recharge well and two associated monitoring wells. The expected construction duration is approximately 12 months based on a work schedule of 12 hours per day, 5 days per week. The Jones Edmunds and ASRus Team will be onsite during all required testing events and key construction milestones, as outlined above.

PROJECT MEETINGS

The Jones Edmunds and ASRus Team will participate in and facilitate project meetings related to the well construction effort. The following meetings are anticipated as part of this scope of services:

1. Pre-Construction Meeting: Pre-Construction meeting with the drilling contractor to review the construction schedule, scope, coordination procedures, and project expectatpions.

2. Regulatory Meetings: Meetings with FDEP to address UIC permitting, regulatory, or compliance-related issues up to six meetings.

3. Construction Progress Meetings: Regular status update meetings onsite or at the Winter Haven offices throughout the well construction period. These meetings are expected to occur monthly over the expected 12-month drilling schedule and will include participation from the Jones Edmunds and ASRus Team, the drilling Contractor, and City representatives.

4. Other Miscellaneous Meetings: Meetings necessary to complete the project as determined by the Team or the City project managers.

DELIVERABLES:

Project deliverables under Task 1 will be in electronic format and include the following:

- Draft Intermediate Casing and Final Casing Seat Requests (total of six).
- Draft and Final Well Completion Report.

TASK 2 – OPERATIONAL TESTING ASSISTANCE

When the design and construction of the surface facilities (by Resource Environmental Solutions, LLC [RES]) are completed, the Jones Edmunds and ASRus Team will provide the City with technical and regulatory support throughout the operational testing phase and in preparation of the Class V Operation Permit application. These efforts are essential to obtain FDEP authorization for the recharge well system to become fully operational. Services include planning, execution, documentation, permitting, and agency coordination as detailed below:

1. Injection Testing Support: Assist the City in conducting an injection test at each well as required before FDEP authorization for operational testing. The injection test will occur after the installation of wellheads, conveyance piping, and associated infrastructure. The Team will prepare a site-specific injection test plan for FDEP review and approval, provide onsite assistance during the test, and evaluate test results. A summary of findings will be included in the operational testing request package.

2. Operational Testing Request Package: Prepare and submit a complete operational testing request package meeting the specific conditions outlined in the FDEP-issued well construction and testing permit. Approval of this request is required before initiating operational testing.

3. Draft and Final Operations and Maintenance (O&M) Manual: Develop a draft and Final O&M Manual to meet FDEP requirements and support the operational testing request. This manual will include procedures for system operation, monitoring, and maintenance.

4. Record Drawings: Review Record Drawings reflecting the as-built conditions of the constructed well system and surface facilities. These drawings are a required component of the operational testing request.

5. FDEP Site Inspection Coordination: Prepare for and attend an FDEP site inspection of the completed well and surface facilities as a requirement of operational testing approval process.

6. System Start-up Support: Assist the City during system start-up, providing oversight and technical guidance to support proper function and compliance with permit conditions.

7. Regulatory Reporting and Compliance Support: Assist the City with continued regulatory reporting and compliance support through the operational testing period.

DELIVERABLES:

Project deliverables under Task 2 will be in electronic format and include the following:

- Draft and Final Operational Testing Request Package.
- Draft and Final O&M Manual.

SCHEDULE

The proposed schedule assumes the tasks will be completed as shown in the table below.

Task	Calendar Days from NTP
Notice to Proceed	Start
Task 1 – Well Construction Services	485[1]
Task 2 – Operational Testing Assistance	TBD

Notes: [1] The schedule for well construction completion will be coordinated with Well Driller's schedule, which depends on the driller's completion date for City's potable water production wells and remobilization to the aquifer recharge well site. Our project fee for Task 1 assumes 12 months of field work and resident observation.

FEE

The Jones Edmunds and ASRus Team will perform the services on a time-and-materials (T&M) not-to-exceed fee summarized in the table below. Invoices will be submitted to the City monthly.

Item	Total Fee
Task 1 – Well Construction Services	$446,060.00
Task 2 – Operational Testing Assistance	$67,130.00
Total Project Fee	$513,190.00

ASSUMPTIONS AND EXCLUSIONS

The following assumptions and exclusions are provided for this Scope of Services and Fee:

1. Design and construction services for the well surface facilities are not included in this Scope of Services. However, these services can be added through a scope and fee amendment at the City's request.

2. The selected Contractor will provide a signed-and-sealed survey prepared by a professional surveyor for each well site, which is required by FDEP for the operational testing request submittal.

3. Task 2, as currently outlined, includes services related to operational testing of the well after the surface facilities are constructed. The preparation and completion of an FDEP Operation Permit Application have been removed as requested by the City. If the City would like the Jones Edmunds and ASRus Team to perform this work, an additional amendment and fee can be provided accordingly.

4. No groundwater modeling or solute transport modeling is included in this Scope of Services.

5. The Team cannot guarantee that FDEP will issue an Operation Permit for the system. Issuance of the permit is contingent on the City's ability to demonstrate compliance with all applicable regulatory requirements and the performance of the system during the operational testing period.

6. Permitting services beyond those specifically identified in this Scope of Services may be provided through a formal amendment to the scope and associated fee. All applicable permit fees will be paid directly by the City.

7. Additional services requested by the City and not included in this Scope of Services will be coordinated as part of a separate task order or amendment to this scope and fee.

We appreciate the opportunity to support the City of Winter Haven on this critical project and are committed to delivering a successful outcome. If you have any questions or require additional information, please do not hesitate to contact Anthony Holmes at (813) 505-4676, AHolmes@jonesedmunds.com or Mark McNeal at (813) 765-7942, MMcNeal@asrus.net.

We look forward to partnering with the City on this important effort.

Sincerely,

Anthony R. Holmes, PE
Senior Engineer
Jones Edmunds & Associates, Inc.
141 5th Street NW, Suite 200
Winter Haven, Florida 33881

Mark B. McNeal, PG
Chief Executive Officer
Applied Science and Research (ASRus)
13329 N. Armenia Avenue
Tampa, Florida 33613

DATE: March 3, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

SUBJECT: Emergency Generator Replacement for the 3rd Street Water Treatment Plant

---

BACKGROUND

The emergency backup generator at the 3rd Street (Polk State Water Tower) Water Treatment Plant (WTP) has reached the end of its useful life, and its reliability during power outages has become unpredictable. On August 7, 2025, the Water Department tasked our consultant, Jones Edmunds & Associates Inc., to evaluate the existing generator and electrical supply needs. The Technical Memorandum prepared by Jones Edmunds recommends the appropriate size for a new generator to meet the WTP's future electrical demands.

Based on the Technical Memorandum received on December 5, 2025, the Water Department solicited proposals from our current suppliers, Ring Power and Tradewinds, for a "turn-key" purchase, installation, and startup of the replacement generator. Ring Power provided quotation, CV31627975-26 (NO Tank), on February 20, 2026, with a 25-30 week lead time, while Tradewinds responded with a no bid proposal.

Ring Power's quotation is in accordance with its Sourcewell Contract 092222-CAT. Additionally, Ring Power has a Sole Source Certificate with the City for generator service, parts and maintenance.

FINANCIAL IMPACT

Sufficient funds are budgeted in FY26 under account 402-08-301-6402 in the amount of $119,907.77 with the remaining funds allocated from the 3rd Street WTP generator capital depletion reserves in the amount of $74,827.23 for a total amount of $194,735.00.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure

- **Goal:** 3.3 – Ensure an actionable strategy is in place for the future of water resources.
- **Strategy:** 3.3.3 – Establish and annually fund a utility infrastructure repair and replacement program prioritizing the replacement of vulnerable and obsolete infrastructure.

RECOMMENDATION

Staff recommends the City Commission approve the purchase for the replacement emergency backup generator from Ring Power through the Sourcewell Contract and authorize the City Manager, or his designee, to take any and all actions necessary thereto.

ATTACHMENTS

- Ring Power, Quotation No: CV 31627975-26 No Tank
- Ring Power Sourcewell Contract 092222-CAT
- Approved Sole Source Certificate for Ring Power Systems
- 3rd Street WTP Generator , Technical Memorandum

Ring Power CAT

OLYMPIAN™ GENERATORS

CAT Power Systems

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE	TALLAHASSEE	OCALA	ORLANDO	TAMPA
500 World Commerce Prkwy	32000 Blue Star Hwy	6202 N US 301/441	9901 Ringhaver Dr.	10421 Fern Hill Dr
St. Augustine, FL 32092	Midway, FL 32343	Ocala, FL 34475	Orlando, FL 32824	Riverview, FL 33578
904-737-7730	**850-562-1622**	**352-732-4600**	**407-855-6195**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: **2/20/2026**

QUOTATION NO: **CV 31627975-26 NO TANK**

CUSTOMER NAME: **CITY OF WINTER HAVEN**
ADDRESS:
CITY/STATE/ZIP: , **FL**
PHONE:

ESTIMATED SHIPPING LEAD TIME: **25-30 Weeks**
SHIPPING VIA/FOB: **Truck/Jobsite**
ESTIMATED SUBMITTAL LEAD TIME: **4-6 WEEKS**
JOBSITE ADDRESS:
CITY/STATE/ZIP: **FL**
PROJECT NAME: WINTER HAVEN 300KW NO TANK

TERMS: *Full payment is due from buyer within 10 days of delivery or pickup of the equipment.*

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations. One (1) New Caterpillar Diesel Generator - Model C9, Rated 300KW standby at 0.8 PF, 480/277 Volts, 3 Phase 60 Hz at 1800 RPM, with following options: • Main UL circuit breaker, 3 Pole, 600 Amp, generator mounted • Control panel with safety shutdowns, Engine controls and gauges • 130 degrees C rise generator with voltage regulator • ADEM electronic governor • Aluminum SA weatherproof sound attenuated enclosure, 150 MPH wind rated • Jacket water heater, 120VAC input • Battery charger UL 10 amp, 120VAC input • Battery, lead acid, installed • 2 Year/1000 Hour Caterpillar Extended Service Coverage, Platinum		

Quotation Accepted By: _____Date: _____Tax No.: _____

Customer: _____Salesman's Signature: *Chad Vilches*

Chad Vilches, EP/Ind Sales. Central Florida

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Caterpillar List Price		$161,658.00
Deduct per Sourcewell Contract ($50,113.98, 31% of list price)		-$50,113.98
Price with Sourcewell Discount		$111,544.00
Turn Key Installation services to include, remove old generator from room, make a new generator concrete pad, repair concrete wall that has louvers, repair holes in concrete wall, repair concrete around existing fuel tank, install wire and conduit between generator and building underground, hook existing fuel tank to new generator with new piping, paint new generator to tan color customer requested, offloading, required permits, ($63,625.00, 5% Discount)		$63,445.00
Freight including to job site ($9,371.41, 5% Discount)		$9,236.00
Startup, and 4 hour load test performed at ring power ($7,193.34, 5% Discount)		$7,530.00
Total net price for above		$191,755.00
Adder: CVA One year maintenance		$2,980.00

Recent changes in North American trade policies have introduced new tariffs on various imported goods. Specifically, the U.S. has imposed a 25% tariff on imports from Canada and Mexico, affecting products that do not meet the United States-Mexico-Canada Agreement (USMCA) origin rules. Additionally, certain Canadian imports, including energy products, face a separate 10% tariff.

We are actively monitoring the situation and working to mitigate any potential disruptions to ensure we continue to provide high-quality products and services to our customers. In some instances, it may be necessary for Ring Power to pass along these increased costs and will communicate the potential impact as soon as reasonably known. We appreciate your understanding and support as we navigate these changes

Clarifications:

-Quotation to be limited to the products and scope specifically listed above. Items and services not specifically listed above are not considered part of this quotation.
-Pricing provided without written specifications. Equipment provided as a part of this proposal will be limited to the BOM above.
-Warranty coverage for non-Caterpillar equipment shall commence upon shipment from the manufacturer.
-All labor to be performed during normal working hours 8am-5pm Monday-Friday, afterhours labor at additional cost.
-Pricing does not include any specialized testing (NETA, infrared scanning, etc…) unless specifically listed above.
-No fuel provided.
-Pricing does not include any coordination study, arc flash study, or protective settings. Protective relay and circuit breaker settings to be determined and implemented by others.
-Pricing assumes that the generator and ATS will be commissioned at the same time under a single mobilization, separate commissioning to be performed at additional cost

Pricing in accordance with Sourcewell Contract 092222-CAT. Ring Power Corporation will honor this pricing schedule and will extend it to City of Winter Haven 176873 for this sale.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

Notes:

1. The above price includes start-up, testing, and customer training.
2. Includes installation, labor, conduit, wire, equipment off loading, anchor bolts, pad, and fuel piping is included
3. No sales tax included
4. No audio or video recording of training permitted.
5. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
6. Ring Power will be supplying equipment as described in the attached documentation.
7. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your equipment needs
Chad Vilches

Chad Vilches
Ring Power Systems, Generator Sales Central Florida,
813 671 3700 Office – 813 671 2957 Fax – 813 508 4120 Cell
Chad.Vilches@ringpower.com

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT is made as of the _4th day of _March_ in the year 2026, between **THE CITY OF WINTER HAVEN, FLORIDA,** a Florida Municipal Corporation, whose address is 451 Third Street NW, Post Office Box 2277, Winter Haven, Florida 33883-2277 (hereinafter referred to as the "CITY"), and Caterpillar Inc., 5212 N O'Connor Blvd, Suite 1100, Irving, TX 75039 (Supplier); Ring Power, 10421 Fern Hill Dr, Riverview, FL 33578 (Dealer) (hereinafter referred to as the "CONTRACTOR").

WITNESSTH:

WHEREAS, Sourcewell is a local government unit, public corporation and public agency under the laws of the state of Minnesota.

WHEREAS, Sourcewell, formerly National Joint Powers Alliance, was created by Minnesota state law as a service cooperative to provide programs and services to members in education and government.

WHEREAS, the CITY is a member of Sourcewell under member ID #176873 and is eligible to participate in all Sourcewell awarded contracts.

WHEREAS, use of cooperative purchasing agreements can provide additional benefits to the CITY such as expedited procurement and cost savings resulting from larger contract awards than the CITY would be able to achieve on its own;

WHEREAS, the CITY Procurement Officer has reviewed the Sourcewell solicitation and award process documentation and has found the Sourcewell process to be in compliance with CITY policy and sound Public Procurement Best Practices.

WHEREAS, on December 6, 2022, Sourcewell awarded a Request for Proposal (RFP) 092222 for Electrical Energy Power Generation Equipment.

WHEREAS, Sourcewell fully evaluated and ranked all proposals received in response to RFP 092222;

WHEREAS, on December 6, 2022, Sourcewell and CONTRACTOR entered into a Contract as a result of RFP 092222;

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Participation Agreement, the CITY and the CONTRACTOR do hereby agree as set forth below:

1. **Recitals.** The above recitals are true and correct and are incorporated herein.

2. **Commodities.** CONTRACTOR hereby agrees to provide the CITY with Electrical Energy Power Generation Equipment under the Sourcewell Contract. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for same or similar work. CONTRACTOR may also provide to the CITY additional related commodities that may not be on schedule/contract and considered to be Open Market commodities. The cost of Open Market commodities may be negotiated between the parties, subject to compliance with applicable Procurement requirements, if any.

   During the term of this Participation Agreement, any negotiated price, terms or discounts may not be less favorable to the CITY than the price, terms or discounts approved by Sourcewell or any other participating government agency.

3. **Agreement.** This Participation Agreement and the Sourcewell Contract #092222-CAT ("Contract") set forth the entire agreement between the parties.

4. **Terms and Conditions.** The terms and conditions of the Contract between CONTRACTOR and Sourcewell entered into on December 6, 2022, are hereby expressly incorporated by reference into and made a part of this Participation Agreement. In the event of a conflict between the terms and conditions of the Contract and this Participation Agreement, the terms of this Participation Agreement shall govern.

5. **Term**. This Participation Agreement is effective through November 22, 2026 (expiration of the initial term of the Sourcewell Contract). This contract may be extended on additional year upon the request of Sourcewell and written agreement by Supplier.

6. **Indemnification.** To the extent permitted under applicable law, each party shall defend, indemnify, and hold harmless the other party, its affiliates, and their elected officials, officers, directors, employees, and agents (the "indemnified parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this agreement by the indemnifying party, its affiliates, or the officers, agents or employees of such party (the "indemnifying parties"); or (ii) the negligence or misconduct of the indemnifying parties during the term of this agreement. The indemnities in this section are subject to the indemnified parties promptly notifying the indemnifying parties in writing of any claims or suits. Neither party shall be required to indemnify the other party for that party's own negligence. Notwithstanding any other provision set forth in this

Participation Agreement, nothing contained in this Participation Agreement shall be construed as a waiver of CITY's right to sovereign immunity under Florida law, if applicable, and/or the limits of the CITY's liability under Section 768.28 of the Florida Statutes, or other limitations imposed on CITY's potential liability under state or federal law regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. This section shall survive the termination and/or expiration of this Participation Agreement.

7. **Venue.** The rights and obligations of the parties hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any actions arising under the Contract and this Participation Agreement shall be exclusively in the state courts of competent jurisdiction in and for Polk County, Florida or the U.S. Federal District Court in and for the Middle District of Florida, Tampa Division.

8. **Public records.** To the extent that any agreement between the parties is construed to be a contract for services with a public agency and that it is acting on behalf of CITY as contemplated in Section 119.0701(1) of the Florida Statutes, then CONTRACTOR agrees to:

   1. Keep and maintain public records required by the CITY to perform the service contemplated in this Participation Agreement.

   2. Upon request from the CITY's custodian of public records, provide the CITY 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 Participation Agreement term and following completion of the Participation Agreement if CONTRACTOR does not transfer the records to the CITY.

   4. Upon completion of the Participation Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Participation Agreement, CONTRACTOR shall

meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PARTICIPATION AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, RECORDS@MYWINTERHAVEN.COM, 451 THIRD STREET NW, WINTER HAVEN, FLORIDA 33881.

If CONTRACTOR does not comply with a public records request, CITY shall enforce the Participation Agreement which may include immediate termination of this Participation Agreement.

9. **Counterparts.** Original signatures transmitted and received via electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement on the date stated in the preamble.

CATERPILLAR, INC.

By: _____

Printed: _____

Title: _____

Date: _____

RING POWER CORPORATION

By: York Bridges

Printed: York Bridges

Title: AVP Asst. Sales Manager

Date: 3-10-26

CITY OF WINTER HAVEN, FLORIDA

By: _____
T. Michael Stavres, City Manager

Date: _____

Attest:

_____
Vanessa Castillo, City Clerk

Date: _____

Approved as to Form:

_____ _____
Frederick J. Murphy, Jr., City Attorney Date

v 7-10-2020

WINTER HAVEN
The Chain of Lakes City

Office of Procurement

SOLE SOURCE

CERTIFICATE OF CONDITIONS AND CIRCUMSTANCES

Instructions: The purpose of this form is to certify conditions and circumstances for the purchase of goods and services under the single source exception to the competitive bid process. This request is to be executed by the Department Director and submitted to the Procurement Officer for consideration.

Items or services required: Parts and Services for Caterpillar Generators

Name of company considered a Sole Source: Ring Power Systems

List the conditions and circumstances that require this to be a Sole Source purchase. Be specific:

They are the only authorized dealer for North and Central Florida to provide maintenance and parts for the Caterpillar generators in use at the wastewater treatment plants.

Proper documentation for verification of Sole Source must be attached.

Department Director's signature: Jay M. Hubbard **Date requested:** 4/7/22

****

Procurement action/findings: APPROVED - only supplier of service for generators in use.

Procurement Officer's signature: Bethany Owen Digitally signed by Bethany Owen Date: 2022.04.07 15:40:36 -04'00' **Date:** 04/07/2022

Per Florida Statute 838.22(2) It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a sole-source contract for commodities or services.

CATERPILLAR®

Caterpillar Inc.

100 NE Adams Street
Peoria, IL 61629-1245

January 1, 2022

Attn: Ring Power Client

I have been asked by Ring Power to address who has Caterpillar Sales and Service coverage responsibilities for the North and Central part of Florida. The Caterpillar authorized dealer for this area is Ring Power Systems. Ring Power is the only agent authorized by Caterpillar to provide service for all your Caterpillar/Olympian Electric Power products needs.

Regards,

Lyle Kesler
Southeast Region
EP Product Support Manager
Electric Power North America

TECHNICAL MEMORANDUM

3rd Street WTP Generator Replacement Assessment

TO: Steven Warder and Mark Bombard

FROM: Anthony Holmes, PE; Tony Carrero, EI;
Pete Hoanshelt, PE (EMI Consulting Specialties, Inc.)

DATE: December 5, 2025

SUBJECT: 3rd Street WTP Generator Replacement Assessment
Jones Edmunds Project No. 23160-038-01

1 INTRODUCTION

The City of Winter Haven is undertaking a project to replace the emergency generator at the 3rd Street Water Treatment Plant (WTP) to improve system reliability and ensure continued operation during power outages. The existing generator, originally installed approximately 30 years ago, has become increasingly difficult to maintain due to its age and the limited availability of replacement parts. Additionally, changes to the facility, particularly the replacement and upgrades to the high-service pumps (HSPs), have increased the need to verify whether the existing generator is adequately sized to meet current operational demands.

To support this effort, the City engaged Jones Edmunds, in partnership with EMI Consulting Specialties (EMI), to evaluate the existing generator and develop recommendations for a suitable replacement and a proposed site location.

This Technical Memorandum (TM) presents the assessment findings for the generator replacement at the 3rd Street WTP including:

- Overview of the existing WTP generator, fuel storage, and electrical infrastructure.
- Assessment of appropriate generator sizing and replacement.
- Evaluation of relocating the generator to an exterior location near the existing aboveground fuel tank.
- Recommendations for the replacement generator and the associated concrete slab-on-grade.

The findings and recommendations presented herein are intended to guide the City in selecting and implementing a reliable backup power solution for the facility.

2 EXISTING WATER TREATMENT PLANT OVERVIEW

Constructed in the 1960s, the 3rd Street WTP is the second-largest facility in the City's water system, with a permitted capacity of 7.0 million gallons per day (MGD). The site includes the following:

2.1 Raw Water and Treatment Process

- *Groundwater Wells:* Three water supply wells, each equipped with a flow meter and a 50-horsepower (Hp) vertical turbine pump (VTP). These pumps are constant speed with soft start drives operated one at a time and alternated weekly to balance, drawdown, wear, and usage.
- *Chemical Injection:* Agua Gold 170 (polyorthophosphate) is injected into the raw water piping upstream of the cascade tray aerator.
- *Ground Storage with Tray Aeration:* Raw water is discharged into a 0.50-million-gallon (MG) prestressed concrete ground storage tank. A 2,600-gallon-per-minute (gpm) cascade tray aerator is mounted at the top of the tank dome.
- *Disinfection:* Sodium hypochlorite is injected before and after the tray aerator for algae control of the aerator and effective disinfection, respectively.

2.2 Post-Treatment and Distribution

- *Fluoridation:* The facility has the capability to add Fluoride into the discharge piping from the ground storage tank on the suction side of the HSPs. The fluoridation has been discontinued by the City.
- *HSPs:*
  - Two 100-Hp horizontal split-case pumps (constant speed with soft start drives): These units were recently upgraded. One pump operates at a time, and the other serves as a redundant backup. The pumps are alternated regularly to ensure even wear and operational readiness.
  - One older 75-Hp horizontal split-case pump (constant speed with a soft start drive): This pump serves as a lag unit and operates in conjunction with one of the 100-Hp pumps when the elevated tank level drops below a set level threshold.
- *Elevated Storage:* The HSPs pump treated water to an on-site 150,000-gallon elevated steel storage tank (EST). This tank provides system pressure and distribution support for the City's water transmission and distribution network.

2.3 Emergency Power System

- *Automatic Transfer Switch (ATS):* The 800-amp ATS was replaced approximately 1 year ago. The City intends to reuse the existing ATS.
- *Generator:* The facility is equipped with an existing 300-kilowatt (kW) Katolight generator powered by a Detroit Diesel engine (Photograph 2-1). Installed approximately 30 years ago, the generator is housed inside the main WTP building. The existing unit was originally manufactured by Katolight Corp., which was acquired by Tognum GmbH, headquartered in Friedrichshafen, Germany, in 2007.
- *Fuel Storage:* Fuel is supplied from a 1,000-gallon aboveground concrete storage tank outside the building on a concrete slab (Photograph 2-2). Overhead fuel lines deliver fuel into the building. The City intends to reuse the existing fuel storage tank.

Photograph 2-1
Existing Generator



Photograph 2-2
Existing Exterior 1,000-Gallon Fuel Tank



2.4 Supervisory Control and Data Acquisition System (SCADA)

The WTP's SCADA uses antenna-based telemetry to transmit operational data to the Fairfax WTP. For emergency power monitoring, the SCADA system currently tracks the status of the ATS and generator. However, the fuel tank is not currently monitored by the SCADA system.

3 GENERATOR SIZE ASSESSMENT

An abbreviated load study has been conducted to estimate the critical electrical demand during emergency operation. This assessment is intended to support the selection of a replacement generator to reliably power essential systems during power outages.

The analysis considers the operational characteristics and nameplate ratings of major equipment, as well as input from the City operations team. The City indicated that the replacement generator must be capable of supporting the combined load of the following equipment and systems during loss of power:

- One 50-Hp vertical turbine well pump.
- One 100-Hp HSP.
- One 75-Hp lag pump.
- Flow meters.
- Chemical feed systems.
- SCADA and other instrumentation.
- Facility lighting and other essential support systems.
- Lighting and ventilation systems.

The generator sizing assessment was based on 20-percent voltage and frequency drop limitations at a 277/480-volt, 3-phase, 4-wire, solid grounded wye connection at sea level and 99-percent humidity using computer modeling software furnished by Caterpillar (Attachment A). The anticipated loads are the following:

- 100-Hp HSP started with a solid-state reduced voltage starter.
- 75-Hp lag HSP started with a solid-state reduced voltage starter as a secondary starting pump if the level in the EST continues to drop below a set level.
- 50-Hp raw water well started across-the-line.
- 2-kW of lighting and miscellaneous controls.
- 5-Hp ventilation and small chemical motor.

4 GENERATOR REPLACEMENT RECOMMENDATION

Based on the modeling results and anticipated loads, the generator sizing assessment confirms that a 300-kW unit is sufficient. This assumes all listed anticipated load equipment and systems will start and operate under emergency conditions in a non-simultaneous sequence. For example, the 75-HP lag HSP was modeled to start after the 100-HP HSP and 50-HP well pumps reach full load (see Attachment A for model results).

The Jones Edmunds team recommends a 300-kW/375-kVA diesel generator, Caterpillar Model CAT® C9 300-ekW, to provide reliable backup power under expected operating conditions. Key recommended features and components include:

- Sound-Attenuated Level 2 Enclosure providing 71 dBA sound pressure level at 23 feet under full load and constructed from 18-gauge steel with corrosion-resistant polyester powder-coated paint:
  - Internally mounted exhaust silencing system.
  - Designed to meet UL 2200 listing and withstand wind loads up to 100 mph per ASCE/SEI 7.
  - Lockable access doors for security and safety.
  - Rodent-proof stub-up area and optional emergency stop button.
- Engine:
  - Powered by a Cat® C9 ACERT in-line 6, 4-cycle diesel engine, turbocharged and air-to-air aftercooled.
  - EPA Tier 3 certified for stationary emergency applications.
- Cooling and Exhaust Systems.
- Contractor installation of a cast-in-place concrete slab-on-grade designed to support the generator's weight and dimensions described in Section 4.1.
- Fuel System:
  - Contractor-furnished and -installed new fuel lines to connect the existing 1,000-gallon aboveground fuel tank to the generator.
  - Compatible with low-sulfur diesel and biodiesel blends.

- Contractor installation and integration of electrical conduits, controls, and associated appurtenances described in Section 4.2.

The Jones Edmunds team can provide a different generator model and manufacturer to meet the City's preference as part of the final TM; however, the current Caterpillar recommendation is based on sizing results generated using Caterpillar's proprietary analysis software (see Attachment A).

Attachment A provides the recommended generator information and major features.

The existing 1,000-gallon fuel tank is estimated to support continuous operation of the recommended generator for approximately 75 hours under expected loading conditions. Jones Edmunds typically recommends a minimum of 72 hours (3 days) of on-site fuel storage for critical infrastructure such as WTPs, depending on the City's refueling capabilities.

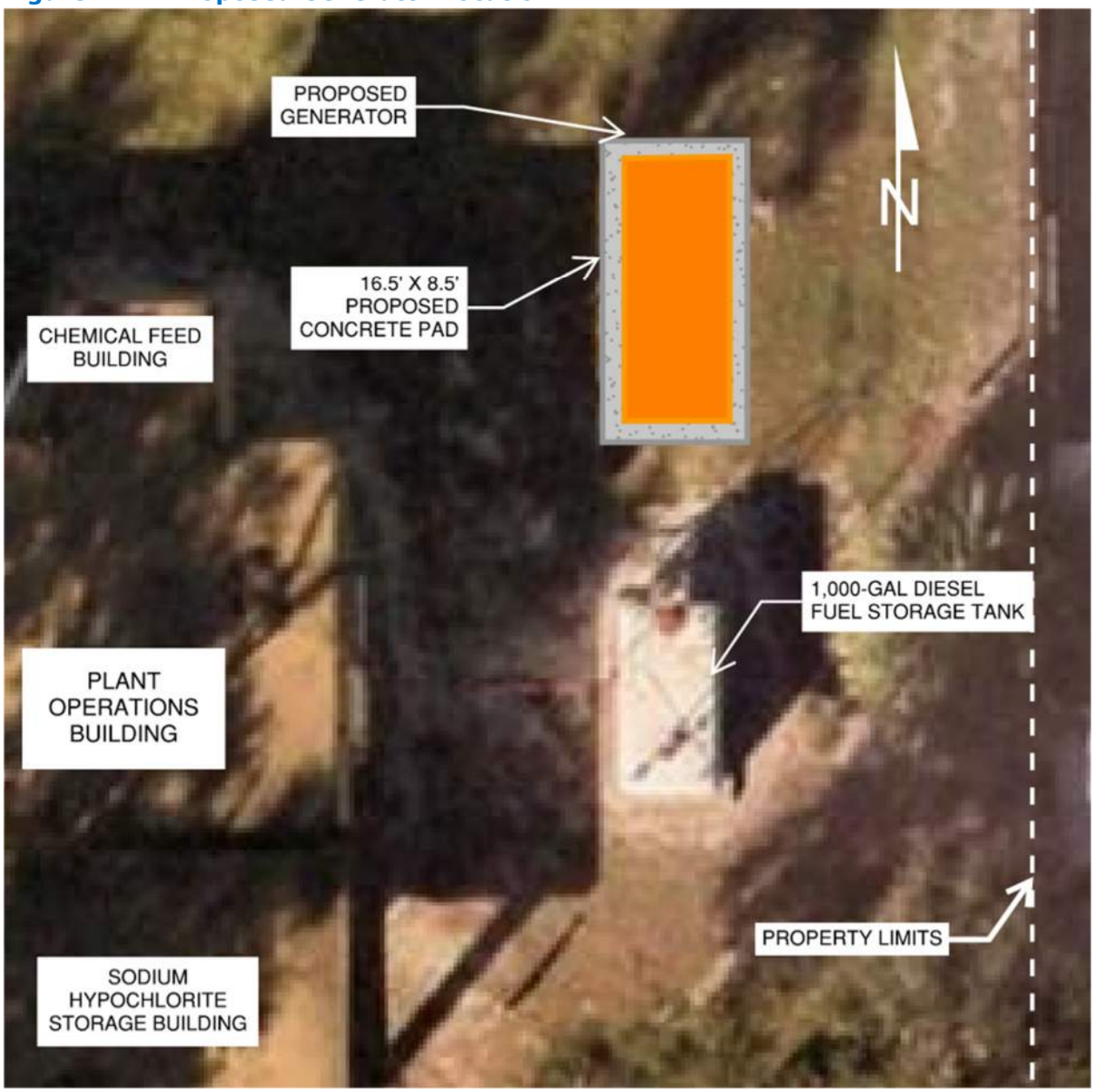
Jones Edmunds recommends that the new generator be connected to the existing 1,000-gallon aboveground fuel tank using new contractor-installed fuel lines. This should include furnishing and installing piping, fittings, and appurtenances to ensure compatibility with the generator's fuel system, which supports low-sulfur diesel and biodiesel blends. The installation should also incorporate proper routing, supports, and secure connections in accordance with applicable codes and manufacturer requirements for safety and reliability.

Figure 4-1 shows the overall WTP, and Figure 4-2 shows the recommended location for the new generator.

Figure 4-1 WTP Aerial Map



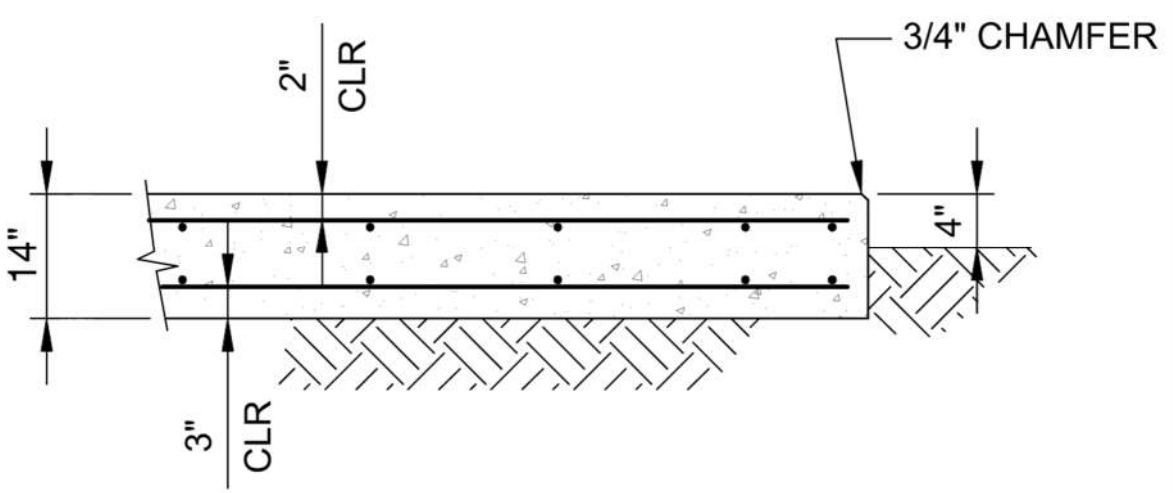
Figure 4-2 Proposed Generator Location



4.1 GENERATOR SLAB-ON-GRADE

The cast-in-place concrete slab-on-grade will be approximately 16.5 feet long by 8.5 feet wide and 14 inches thick. The final size should be in accordance with the generator manufacturer's recommendations to adequately anchor and support the new generator. Figure 4-3 shows a typical cross section for the slab.

Figure 4-3 Typical Concrete Slab-on-Grade Section



The following are the minimum recommended requirements for concrete materials, reinforcement, and subgrade preparation:

Recommended Concrete (Cast-in-Place):

- Concrete shall be air-entrained with a minimum of 4,000-psi compressive strength at 28 days.
- *Mix design requirements:*
  - Portland cement: Type I/II or Type III in accordance with ASTM C150.
  - Water-to-cement ratio: 0.44 maximum.
  - Fine aggregate: Clean and natural sand in accordance with ASTM C33.
  - Coarse aggregate: #57 stone in accordance with ASTM C33.
  - Fly ash: Class F or Class N in accordance with ASTM C618, 25-percent maximum cement replacement.
  - Air entrainment: Admixture in accordance with ASTM C260 and shall achieve 3.5 to 5 percent air entrainment measured per ASTM C231.
  - Water reducer admixture: Type A or Type D in accordance with ASTM C494.
  - Slump range: 3.5 inch to 5 inch.
  - All admixtures shall be furnished by the same manufacturer and shall be free of chlorides and alkalis.
- All exposed concrete surfaces shall be cured for a minimum of 7 days using an appropriate curing method immediately after finishing or form removal.
- All concrete edges shall have a 3/4 inch chamfer.

Recommended Requirements for Concrete Reinforcement, Subgrade, and Anchors:

- *Reinforcement:* #5 bars at 8 inches on center, top and bottom, each way (T&B, EW).
    - Reinforced concrete shall conform to ACI 318-19, Building Code Requirements for Structural Concrete.
    - Reinforcing steel shall meet ASTM A615, Grade 60; accessories shall comply with ACI 315.
- *Concrete clear cover:*
    - 3 inches for concrete cast against earth.
    - 2 inches for formed surfaces in contact with soil, water, or exposed to weather.
- *Subgrade*: 8 inches of compacted #57 stone over native soils compacted to 95 percent of Modified Proctor density (ASTM D1557) to a depth of 1 foot below the slab. Unsuitable material shall be removed and replaced with granular fill.
- *Anchors:* Stainless steel Type 316 adhesive anchors with a minimum 6-inch embedment and 6-inch minimum edge distance. Anchor diameter and layout shall be according to the generator manufacturer's requirements.

4.2 Electrical, Instrumentation and Controls

The proposed generator will be connected to the existing ATS with two runs of 3-inch conduit and wire to support a 600-ampere generator output. The ATS will send the start/stop signal to the generator.

The Electrical Code requires a generator shunt trip red button for fire prevention responders to shut down the generator.

The existing SCADA telemetry monitors the ATS position and would not be altered.

5 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (EOPCC)

The Jones Edmunds team prepared a preliminary EOPCC based on cost databases, vendor and contractor cost information, and construction cost data from similar recent projects.

Actual construction costs for each project element may vary from the cost opinions provided, depending on factors such as the project materials and equipment shown and specified in the final purchase, Contractor and vendor quotes, unforeseen conditions, and market conditions at the time of construction.

The *Association for the Advancement of Cost Engineering International's Cost Estimate Classification System* (Recommended Practice No. 18R-97) provides expected accuracy ranges for various classifications of project cost estimates. The classifications depend on the level of project definition, with Class 1 being the highest level of definition and Class 5 being the lowest level of definition.

Based on the level of project definition described in this TM, these cost opinions are considered Class 3, defined as having the engineering 10- to 40-percent complete, with a

maximum range of accuracy of -15 to +30 percent. Based on this range, a 25 percent contingency was added to the cost opinion to account for unknown or undefined construction elements. The range of accuracy should continue to narrow through design as the level of detail increases.

Table 5-1 summarizes the preliminary EOPCC that the City can use as a budgetary estimate.

Table 5-1 Preliminary EOPCC Summary (Rounded)

Description		Cost
Demolition		$16,000
Generator and Fuel Piping		$113,000
Structural		$7,800
Electrical, Instrumentation, and Control		$52,200
	Subtotal	**$189,000**
Contingency	25%	$47,000
	Total	**$236,000**

Caterpillar participates in Sourcewell Contract #092222-CAT, which offers discounted pricing on electric power generation equipment for eligible government entities. The EOPCC provided reflects the full cost; however, the City may benefit from reduced pricing if purchased through the Sourcewell program.

Attachment A

Recommended Generator Information and Major Features

Project Sizing Report

Sizing Id	11239525	Electricity Supply	60 Hz 480/277 V
Project Name	WTP #3	Connection	STAR
Customer Name	Winter Haven	Max. Ambient Temperature	84.0 F
Region	U.S.	Altitude	500.0 Ft. A.S.L
Prepared By	Pete Hoanshelt	Humidity	99%
Modified Date	26-Nov-2025	Project Description	

Load Analysis Summary

Max Transient Load Step	567.6 SkVA / 187.1 SkW
Peak Transient Load Step	566.6 SkVA / 221.6 SkW
Final Running Load	210.4 kVA / 187.3 kW / 0.89 PF
Max Running Non Linear Load	2.2 RkVA
Selection Criteria	Step 1 Voltage dip restriction
Project THDI	15.9%

Generator Set

Engine Model	(1) of C9	Nameplate Rating	300.0 ekW / 375.0 kVA / 0.8 PF
Package Model	D300GC	Site Output Rating	300 ekW / 375 kVA
Voltage Regulator and Slope	D350 2:1 slope;	Rating Type	Standby
Feature Code	C09DE61	Open / Enclosure	Open
Fuel	Diesel	UL Listed	UL Listed
Sizing Methodology	Conventional	Capacity Used	62.4%
Project THDV	<5%	Generator Set Type	Stationary

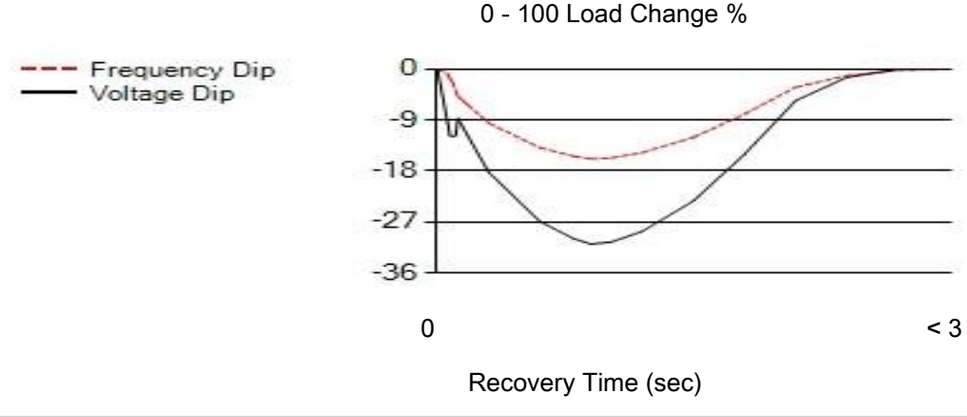
Engine			
Make / Model	C9	Emissions / Certifications	EPA ESE
Aspiration	TA	Governor	ELEC
Cylinder Configuration	INLINE - 6	Aftercooler Type	ATAAC
Speed	1800 RPM	Displacement	537 Cubic Inch / 9 Liter
Engine Performance Number	DM8168	Bore	112
Fuel Consumption at 100% Load	0.0 gph	Stroke	149

Alternator			
Alternator Type/Frame Size	SR500 / M2774L4	Insulation Class	H
Alternator Winding Pitch	0.6667	Temperature Rise	105 C
Excitation/Winding Type	PM / RANDOM	Number Of Poles	4
Alternator Arrangement Number	5652322	Number of Leads	12
Subtransient Reactance X"d	0.0993	Rated Amps	451.1

**** See your Caterpillar dealer and/or Spec Sheet for technical information.

***** Package Power Tolerance: +/- 5%

Block Load(Only) Transient Response *			
Load Change %	FDip %	VDip %	Recovery Time (sec)
0 - 25	<5%	5.5	< 3
0 - 50	6.8	12.8	< 3
0 - 75	11.2	21.7	< 3
0 - 100	15.8	30.9	< 3



Transient Performance

Block Load (only) Transient Response values are at factory conditions with a resistive load. This information is representative of a typical Cat generator set, but is not guaranteed. Generator set block load capabilities at site conditions may vary from factory transient response test results due to site altitude, site ambient, and engine to engine variation.

Load Report

Project Name	WTP #3	Electricity Supply	60 Hz 480/277 V
Customer Name	Winter Haven	Rating Type	Standby
Region	U.S.	Max. Ambient Temperature	84.0 F
Prepared By	Pete Hoanshelt	Altitude	500.0 Ft. A.S.L
Modified Date	26-Nov-2025	Humidity	99%
Engine Model	(1) of C9	Nameplate Rating	300.0 ekW / 375.0 kVA / 0.8 PF

Load Details		Permitted		Predicted		Transient Inrush		Running		Resultant Peak		Cumulative Running	
Load Step	Load Description	FDip	VDip	FDip	VDip	SkVA	SkW	kVA	kW	SkVA	SkW	kVA	kW
Step 1													
1.1	1x100.00 HP - HSP1: NEMA, 3-Phase Motor, Soft Starter, 300% Current Limit, Single Operating Point , 29.1 THDI%	20%	20%			267.3	85.5	89.1	80.2				
1.2	1x5.00 HP - EF1: NEMA, 3-Phase Motor, Across the line, Unloaded	20%	20%			33.5	16.2	5.6	4.4				
1.3	1x2.00 kW - Lighting Load: LED Lighting, Distr. 3-Phase, Starting Power Factor: 0.75, Running Power Factor: 0.9 , 15.9 THDI%	30%	30%			2.7	2.0	2.2	2.0				
1.4	1x50.00 HP - Well: NEMA, Centrifugal Pump, Across the line, Unloaded	20%	20%			265.0	83.3	46.1	40.5				
	Step 1 Total	20%	20%	8.4%	19.5%	567.6	187.1	142.9	127.1				
	Total Through Step 1									566.6	221.6	142.9	127.1
Step 2													
2.1	1x75.00 HP - Lag HSP: NEMA, Centrifugal Pump, Soft Starter, 300% Current Limit , 29.1 THDI%	20%	20%			202.7	68.9	67.6	60.1				
	Step 2 Total	20%	20%	<5%	8.0%	202.7	68.9	210.4	187.3				
	Total Through Step 2									329.7	220.7	210.4	187.3
Load Analysis Summary : Generator set meets site requirements													
						Maximum Step				Maximum Peak		Final Running	**208**

						SkVA	SkW			SkVA	SkW	kVA	kW
						567.6	187.1			566.6	221.6	210.4	187.3

Cat® C9 DIESEL GENERATOR SETS



Image shown might not reflect actual configuration

200 ekW- 300 ekW

60 Hz

Standby	Prime
200ekW	180ekW
250ekW	225ekW
300ekW	275ekW

BENEFITS & FEATURES

CAT® GENERATOR SET PACKAGE

Cat generator set packages have been fully prototype tested and certified torsional vibration analysis reports are available. The packages are designed to meet the NFPA 110 requirement for loading, conform to the ISO 8528-5 steady state and fill transient response requirements.

CAT DIESEL ENGINES

The four-cycle Cat diesel engine combines consistent performance with excellent fuel economy and transient response that meets or exceeds ISO 8528-5. The engines feature a reliable, rugged, and durable design that has been field proven in thousands of applications worldwide in emergency standby installations.

COOLING SYSTEM

The cooling system has been designed and tested to ensure proper generator set cooling, and includes the radiator, fan, belts, and all guarding installed as standard. Contact your Cat dealer for specific ambient and altitude capabilities.

GENERATORS

The generators used on Cat packages have been designed and tested to work with the Cat engine. The generators are built with robust Class H insulation and provide industry-leading motor starting capability and altitude capabilities.

EMCP CONTROL PANELS

The EMCP controller features the reliability and durability you have to come to expect from your Cat equipment. The EMCP 4 is a scalable control platform designed to ensure reliable generator set operation, providing extensive information about power output and engine operation. EMCP 4 systems can be further customized to meet your needs through programming and expansion modules.

SPECIFICATIONS

ENGINE SPECIFICATIONS

Engine Model	Cat® C9 ACERT In-line 6, 4-cycle diesel
Bore x Stroke	112mm x 149mm (4.4in x 5.9in)
Displacement	8.8 L (538 in^3)
Compression Ratio	16.1:1
Aspiration	Turbocharged Air-to-Air Aftercooled
Fuel Injection System	MEUI
Governor	Electronic ADEM™ A4
Emission Certifications	EPA Tier 3 - EPA Stationary Emergency

GENERATOR SET SPECIFICATIONS

Alternator Design	Brushless Single Bearing, 4 Pole
Stator	2/3 Pitch
No. of Leads	12
Available Voltage Options	600V/480V/240V/208V
Frequency	60Hz
Alternator Voltage	24V
Alternator Insulation & IP	Class H; IP23
Standard Temperature Rise	150 Deg C
Available Excitation Options	Self-Excited, AR
Voltage Regulation, Steady State +/-	≤0.5%

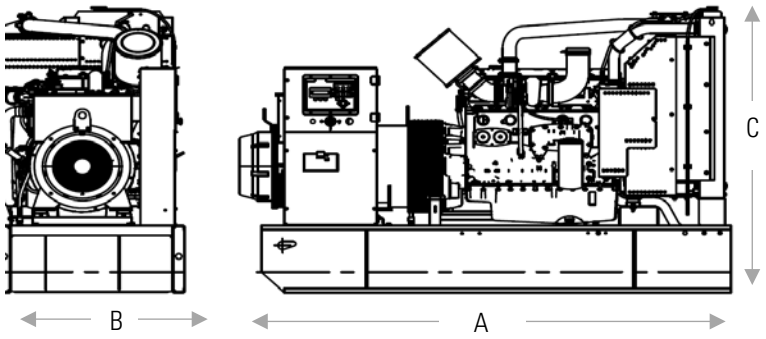
STANDARD EQUIPMENT

Air inlet system	Aftercooler core, Turbocharger.
Control panels	EMCP4.2 control panel.
Cooling system	Coolant drain line with valve; terminated on edge of base.
	Fan and belt guards.
	Coolant Level Sensor
	Thermostats and housing, full open temperature 92 deg C (198 deg F).
	Coolant level sight gauge.
	Jacket water pump, gear driven, centrifugal.
Exhaust system	Exhaust manifold; dry.
Fuel system	Primary fuel filter w/integral water separator & secondary filter.
	Fuel cooler.
	Fuel priming pump.
	Flexible fuel lines.
	Engine fuel transfer pump.
Generators and generator attachments	Brushless, self-excited 2/3 pitch, random wound.
	IP23 Protection.
	Insulation Class H and temperature rise
	Power center, IP22 bottom cable entry
	Segregated low voltage wiring panel
Governing system	Cat Electronic Governor (ADEM A4).
Lube system	Oil cooler.
	Lubricating oil.
	Oil filter and dipstick.
	Oil drain lines with valve; piped to edge of base.
	- Fumes disposal; piped to front of radiator.
Starting/charging system	24-volt electric starting motor.
	24V, 45 amp charging alternator.
General	Paint, Caterpillar Yellow.
	Vibration damper.

OPTIONAL EQUIPMENT

Air inlet system	STD AIR CLEANER
	Single Element Air Cleaner
	Dual Element Air Cleaner
Control panels	EMCP 4.4
	Local & Remote Annunciator
	Discrete I/O Module
Circuit Breakers	Power terminal strips- 800A & 600A
	3-Pole 100% Rated- Single (Manual & Motorised)
	3-Pole 100% Rated- Dual (Manual)
	3-Pole 100% Rated- Third (Manual)
	External Paralleling
Enclosures	Weather Protective
	Sound Attenuated
	Aluminium Enclosures
Cooling system	Stone guards.
Exhaust system	Industrial grade (10 dBA)
	Residential and Critical grade (25 dBA)
	Industrial grade (10 dBA)
Fuel storage	Sub Tank & Integral tank Bases
Generators and generator attachments	Space heater control
	Permanent magnet generator
Mounting system	Captive linear vibration isolators
Starting/charging system	Battery Chargers
	Jacket Water Heater
General	Tool Set.

WEIGHTS & DIMENSIONS



Genset Package		Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Open Generator Set Weight (Dry)[1] kg (lb)	Maximum Weight (Dry)[2] kg (lb)
Standby	Prime					
200 ekW	**180 ekW**	3091 (122)	1622 (64)	2066 (82)	2157 (4755)	2692 (5935)
250 ekW	**225 ekW**	3091 (122)	1622 (64)	2066 (82)	2248 (4956)	2692 (5935)
300 ekW	**275 ekW**	3091 (122)	1622 (64)	2066 (82)	2313 (5100)	2908 (6411)

[1]Estimated weight includes standard generator, narrow skid base and heaviest mechanically operated standard single circuit breaker.
[2]Estimated weight includes oversize generator, wide skid base and heaviest circuit breaker configuration.

Cat® C9 INTEGRAL & SUB BASE FUEL TANKS



Image shown might not reflect actual configuration

WEATHER PROTECTIVE & SOUND ATTENUATED FUEL TANKS

FEATURES

- UL Listed for United States (UL 142) and Canada (CAN/ULC S601)
- Facilitate compliance with NFPA 30 code, NFPA 37 and 110 standards and CSA C282 code.
- Dual wall
- Lockable fuel fill cap, 4" (101.6mm) NPT
- Low fuel level warning standard, customer configurable warning or shutdown Primary tank leak detection switch in containment basin.
- Tank design provides capacity for thermal expansion of fuel
- Fuel supply dip tube is positioned so as not to pick up fuel sediment
- Fuel return and supply dip tube is separated by an internal baffle to prevent immediate re-supply of heated return fuel
- Pressure washed with an iron phosphate solution
- Interior tank surfaces coated with a solvent-based thin-film rust preventative
- Heavy guage steel gussets with internal lifting rings
- Primary and secondary tanks are leak tested at 20.7 kPa (3 psi) minimum
- Compatible with open packages and enclosures
- Gloss black polyester alkyd enamel exterior paint
- Welded steel containment basin (minimum of 110% of primary tank capacity)
- Direct reading fuel gauge with variable electrical output
- Emergency vents on primary and secondary tanks are sized in accordance with NFPA 30

Sub Base

- The sub-base fuel tank mounts below the generator set wide base

Integral Base

- Integral diesel fuel tank is incorporated into the generator set base frame.
- Robust base design includes linear vibration isolators between tank base and engine generator.

Options

- Audio/visual fuel level alarm panel
- 5gal (18.9 L) spill containment
- 5gal (18.9 L) spill containment with fuel fill drop tube with in 6" (152mm) from bottom of tank.
- 5gal (18.9 L) spill containment with overfill prevention valve and fuel fill drop tube with in 6" (152mm) from bottom of tank
- ULC Listed 7.5gal (28.4 L) spill containment with vent extensions, vent whistle, and drop tube facilitating compliance with CSA B139-09.
- ULC Listed 7.5gal (28.4 L) spill containment with overfill prevention valve, vent extensions, vent whistle and drop tube facilitating compliance with CSA B139-09

Integral & Sub-Base Fuel Tank Base Capacities with Fuel Tank Dimensions & Weights

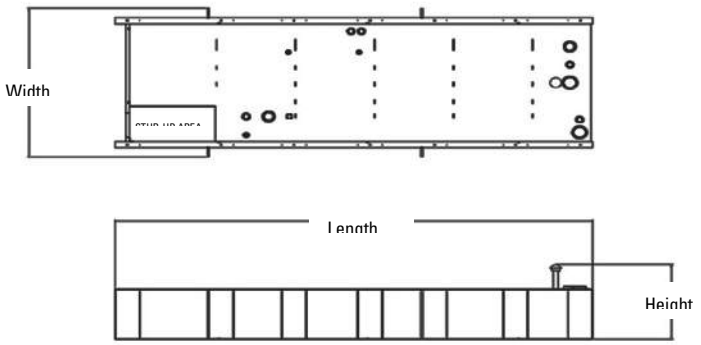
Integral – Width (W) 2014 mm (79.3 in); **Sub-base** – Width (W) 2056 mm (81.0 in)

Open Set, Weather Protective Enclosure & Sound Attenuated

C9 Tank Design	Feature Code	Total Capacity		Useable Capacity		Tank Only						Overall Package Height with Tank					
						Dry Weight		Height 'H'		Length 'L'		Open		Weather Protective		Sound Attenuated	
		Litre	Gallon	Litre	Gallon	kg	lb	mm	in	mm	in	mm	in	mm	in	mm	in
Integral	FTDW010	784	207	770	203	891	1964	635	25.0	3810	150.0	2360	90.0	2438	96.0	2492	98.1
Sub-Base	FTDW008	2476	654	2435	643	1468	3236	635	25.0	3810	150.0	2699	106.3	2777	109.4	2831	111.5
Sub-Base	FTDW009	3941	1041	3876	1024	1832	4039	635	25.0	5550	219.0	2699	106.3	2777	109.4	2831	111.5
Sub-Base	FTDW012	4285	1132	4221	1115	1542	3399	686	27.0	5550	219.0	5550	219.0	2750	108.3	2828	111.4

Estimated Run Times (hours) at 100% Load

C9 Tank Design	Feature Code	Standby Ratings (ekW)			Prime Ratings (ekW)		
		300	250	200	275	225	180
Integral	FTDW010	9	11	13	10	11	14
Sub-Base	FTDW008	28	33	42	30	35	46
Sub-Base	FTDW009	45	53	67	48	56	73
Sub-Base	FTDW012	48	57	72	52	60	79



Notes:

The heights listed above do not include lumber used during manufacturing and shipping.

Tanks with full electrical stub-up area include removable end channel. Tanks with RH/LH stub-up include stub-up area directly below the circuit breaker or power terminal strips. Dimensions include weather-protective enclosure exhaust system.

Dual wall sub-base tanks are UL Listed and constructed in accordance with UL Standard for Safety UL 142, Steel Aboveground Tanks for Flammable and Combustible Liquids and Canada CAN/ULC S601, Standard for Shop Fabricated Steel Aboveground Horizontal Tanks for Flammable and Combustible Liquids.

Fuel tanks and applicable options facilitate compliance with the following United States NFPA Code and Standards:
NFPA 30: Flammable and Combustible Liquids Code
NFPA 37: Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines NFPA 110: Standard for Emergency and Standby Power Systems

Fuel tanks and applicable options facilitate compliance with the following Canadian Standard and Code:
CSA C282 – Emergency Electrical Power Supply for Buildings
CSA B139-09 – Installation Code for Oil-Burning Equipment

The following sub-base fuel tanks meet Chicago code for containment and labelling:
FTDW008
FTDW009
FTDW012



SOUND ATTENUATED & HIGH AMBIENT ENCLOSURES

60 Hz

These Sound Attenuated & High Ambient, factory installed enclosures incorporate internally mounted super critical level silencers and residential level silencers respectively, designed for safety and aesthetic value on integral fuel tank base or optional dual wall integral fuel tank base for total fluid containment. These enclosures are of extremely rugged construction to withstand exposure to the elements and provide weather protection.

FEATURES

Robust/Highly Corrosion Resistant Construction

- Factory-installed on skid base
- Environmentally friendly, polyester powder baked paint
- Zinc plated or stainless steel fasteners.
- Internally mounted-critical exhaust silencing system (sound attenuated only)
- Externally front-mounted enclosed exhaust
- silencing system (weather protective only)
- Designed and tested to comply with UL 2200 listed generator set package.
- Compression door latches providing solid door seal

Excellent Access

- Large cable entry area for installation ease.
- Accommodates side-mounted single or multiple breakers
- Two doors on both sides
- Vertically hinged allow 180° opening rotation and retention with door stays.
- Lube oil and coolant drains routed to the exterior of the enclosure base.

Transportability

- These enclosures are of extremely rugged construction to withstand outdoor exposure and rough handling common on many construction sites.
- Security and Safety
- Lockable access doors which give full access to control panel and breaker.
- Cooling fan and battery charging alternator fully guarded
- Fuel fill, oil fill, and battery can only be reached via lockable access.
- Externally mounted emergency stop button
- Designed for spreader bar lifting to ensure safety
- Stub-up area is rodent proof.

Options

- Caterpillar yellow* or white paint
- Weather protective enclosure constructed with14-gauge steel
- Sound attenuated Level 1 constructed with 14-gauge steel
- Sound attenuated Level 2 constructed with 14-gauge steel
- Sound attenuated enclosure constructed with 12-gauge aluminum (5052 grade)
- UL Listed 203 gallon integral fuel tank
- UL Listed 660 or 1002 gallon sub base fuel tanks
- Seismic certification per applicable building codes:
  - IBC 2000, IBC 2003, IBC 2006,
  - IBC 2009, IBC 2012, CBC 2007, CBC 2010
- IBC certification for 150 mph wind loading
- Anchoring details are site specific and are dependent on many factors such as generator set size, weight and concrete strength.
- IBC certification requires that the anchoring system used is reviewed and approved by a professional engineer.
- Control panel viewing window**
- Cold weather bundle. Available with SA Level 2 and Aluminum SA enclosures only.

**Not available with aluminum enclosures
**Steel sound attenuated only

Enclosure Package Operating Characteristics

ENCLOSURE TYPE	STANDBY ekW	PRIME ekW	COOLING AIR FLOW RATE		AMBIENT CAPABILITY*				(DBA) @ 7M (23 FT) AT 100% LOAD
					Standby		Prime		
			m^3/min	cfm	°C	°F	°C	°F	
SOUND ATTENUATED LEVEL 2	300	275	351	12395	46	115	50	122	71
	250	225	351	12395	53	127	56	133	71
	200	180	351	12395	59	138	60	140	71
SOUND ATTENUATED LEVEL 1	300	275	351	12395	46	115	50	122	75
	250	225	351	12395	53	127	56	133	74
	200	180	351	12395	59	138	60	140	73
WEATHER PROTECTIVE	300	275	516	18222	49	120	52	126	82
	250	225	516	18222	55	131	59	138	82
	200	180	516	18222	60	140	60	140	82
ALUMINUM SOUND ATTENUATED	300	275	351	12395	46	115	46	115	72
	250	225	351	12395	53	127	56	133	72
	200	180	351	12395	59	138	60	140	72

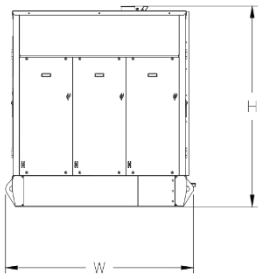
*Cooling system performance at sea level. Consult your Caterpillar dealer for site specific ambient and altitude capabilities.
The sound pressure level data shown in the tables above is quoted as free field and is for guidance only. Actual levels produced may vary according to site conditions.

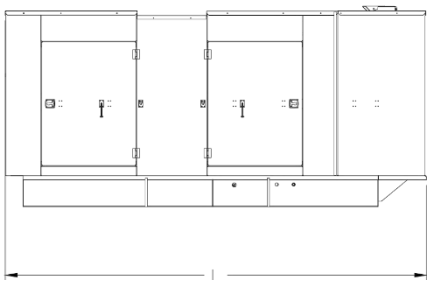
Component Weights to Calculate Package Weight

Narrow Skid		Wide Skid		Steel Enclosure						Aluminum Enclosure	
				Weather Protective		Sound Attenuated Level 1		Sound Attenuated Level 2		Sound Attenuated	
kg	lb	kg	lb	kg	lb	kg	lb	kg	lb	kg	lb
219	483	468	1032	660	1455	1062	2341	1062	2341	629	1387

Enclosure Weights and Dimensions

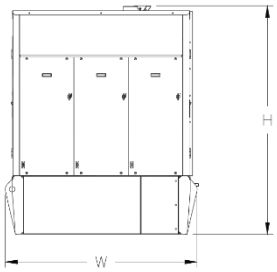
A. Enclosure on Skid Base

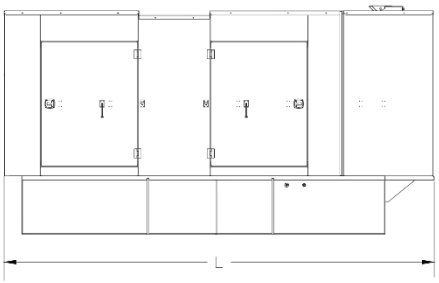




Enclosure Type	Length "L"		Width "W"		Height "H"	
	mm	in	mm	in	mm	in
Sound Attenuated	4515	177.8	2037	80.2	2196	86.5
Weather Protective	4035	158.9	2037	80.2	2142	84.3

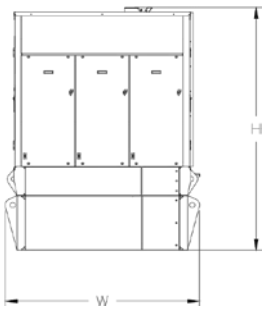
C. Enclosure on UL Listed 203 Gallon Integral Fuel Tank Base

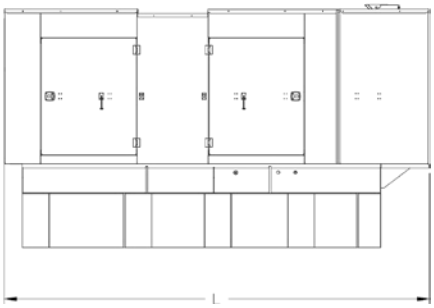




Enclosure Type	Length "L"		Width "W"		Height "H"	
	mm	in	mm	in	mm	in
Sound Attenuated	4515	177.8	2014	79.3	2492	98.1
Weather Protective	4035	158.9	2014	79.3	2438	96.0

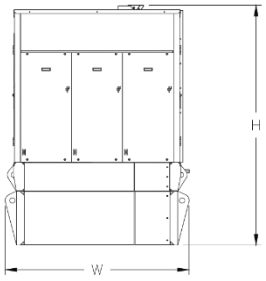
B. Enclosure on UL Listed 660 Gallon Sub Base Fuel Tank Base

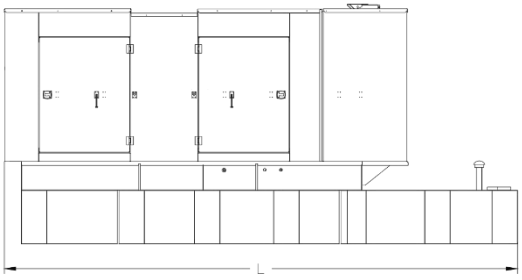




Enclosure Type	Length "L"		Width "W"		Height "H"	
	mm	in	mm	in	mm	in
Sound Attenuated	4515	177.8	2056	80.9	2831	111.5
Weather Protective	4035	158.9	2056	80.9	2777	109.3

D. Enclosure on UL Listed 1002 Gallon Sub Base Fuel Tank Base





Enclosure Type	Length "L"		Width "W"		Height "H"	
	mm	in	mm	in	mm	in
Sound Attenuated	5739	225.9	2056	80.9	2831	111.5
Weather Protective	5739	225.9	2056	80.9	2777	109.3

EMCP 4 CONTROL KEY FEATURES



EMCP 4 control features

- Run / Auto / Stop Control
- Speed and Voltage Adjust
- Engine Cycle Crank
- 24-volt DC operation
- Environmental sealed front face
- Text alarm/event descriptions

Digital indication for:

- RPM
- DC volts
- Operating hours
- Oil pressure (psi, kPa or bar)
- Coolant temperature
- Volts (L-L & L-N), frequency (Hz)
- Amps (per phase & average)
- ekW, kVA, kVAR, kW-hr, %kW, PF (4.2 only)

Warning/shutdown with common LED indication of:

- Low oil pressure
- High coolant temperature
- Overspeed
- Emergency Stop
- Failure to start (overcrank)
- Low coolant temperature
- Low coolant level

Programmable protective relaying functions:

- Generator phase sequence
- Over/Under voltage (27/59)
- Over/Under Frequency (81 o/u)
- Reverse Power (kW) (32) (4.2 only)
- Reverse reactive power (kVAr) (32RV)
- Overcurrent (50/51)

Communications:

- 4 digital inputs & 4 relay outputs (4.1)
- 6 digital inputs & 8 relay outputs (4.2)
- 12 digital inputs & 8 relay outputs (4.4)
- Customer data link (Modbus RTU) (4.2 only)
- Accessory module data link (4.2 only)
- Serial annunciator module data link (4.2 only)
- Emergency stop pushbutton

Compatible with the following:

- Digital I/O module
- Local Annunciator
- Remote CAN annunciator
- Remote serial annunciator

FINANCING

Caterpillar offers an array of financial products to help you succeed through financial service excellence. Options include loans, finance lease, operating lease, working capital, and revolving line of credit. Contact your local Cat dealer for availability in your region.

WORLDWIDE PRODUCT SUPPORT

Cat dealers provide extensive post-sale support including maintenance and repair agreements. Cat dealers have over 1,800 dealer branch stores operating in 200 countries. The Caterpillar® SOS℠ program effectively detects internal engine component condition, even the presence of unwanted fluids and combustion by-products.

BUILT FOR IT.™

www.Cat.com/electricpower

©2018 Caterpillar All rights reserved. Materials and specifications are subject to change without notice. The International System of Units (SI) is used in this publication. CAT, CATERPILLAR, their respective logos, ADEM, S•O•S, BUILT FOR IT, "Caterpillar Yellow", the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used

DATE: March 9, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

SUBJECT: Fairfax Water Treatment Plant, High Service Pump Replacement

---

BACKGROUND

The Water Department operates and maintains nine Water Treatment Plants throughout its service area, supplying 10.58 million gallons of potable water daily to approximately 44,000 residential and commercial customers. The Fairfax Water Treatment Plant (WTP) has been in service for 70 years and serves as the primary water production plant for the City. To provide quality drinking water to its customers and emergency water supply to our neighboring municipalities, the plant operates 24 hours a day, 365 days a year, utilizing four (4) horizontal split-case high-service pumps (HSP).

High-service pump #4 has reached the end of its useful life and is scheduled for replacement. The City's sole source provider, Barneys' Pump, Inc., has evaluated the pump and recommends replacement of the HSP. A quote has been prepared for the purchase and installation with a 24-week lead time expected for delivery and installation.

FINANCIAL IMPACT

Sufficient funds are budgeted in FY26 under account 402-08-301-6301-UTL-2606 in the amount of $159,414.00 for the purchase and installation of the Fairfax WTP #4 High Service Pump by Barney's Pump, Inc.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.3 – Ensure an actionable strategy is in place for the future of water resources.
- **Strategy:** 3.3.3 – Establish and annually fund a utility infrastructure repair and replacement program prioritizing the replacement of vulnerable and obsolete infrastructure.

RECOMMENDATION

Staff recommends the City Commission approve the purchase and installation of the #4 High Service Pump at Fairfax Water Treatment Plant by Barney's Pump, Inc. and authorize the City Manager, or his designee, to take any and all actions necessary thereto.

ATTACHMENTS

- Barneys Pump, Inc Quote 10471475 – Fairfax WTP High Service Pump
- Barneys Pump – Sole Source Certificate

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1041475	
QUOTE DATE	Page
3/1/2026	1 of 3

Quote Expires On: 03/31/2026
Quoted by: LKMATT

Bill To:

City of Winter Haven
Accounts Payable P O Box 2277
Winter Haven, FL 33880-2277

863-291-5667

301-0301-UTL-2606 (Fairfax)

Ship To:

City of Winter Haven
Fairfax WTP
1334 Fairfax Dr
Winter Haven, FL 33881

Customer ID: 10927

Destination Country: FAIR FAX #4

PO Number	*Terms*	*Freight Code*	*Job Name*
	Net 30	Freight Allowed	HSP #4 Replacement

Quantities					*Item ID* / *Item Description*		*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					Order Note: **** Estimated equipment lead time is 24 weeks ARO. **** Installation services shall be scheduled with the City once the equipment is ready. **** Delivery is included. ****			
1	0	1	EA		SELLPRICE	EA	159,414.0000	159,414.00
			1.0		Sell Price Complete package sell price	1.0		
1	0	1	EA		PUMPPKG	EA	0.0000	0.00
			1.0		Pump Package Aurora model 411 size 8x10x15B horizontal split case pump, NSF 61 certified for chlorinated potable water	1.0		
					Manufacturer: Barney's Pumps			
					Order Line Notes: Cast iron casing (internally lined with Scotchkote 134), NiAlBz impeller, 416SS casing rings, steel shaft, 316SS shaft sleeve, Type 21 mech seal, and stainless flush lines. Driver shall be 200 HP, 1800 RPM premium efficient motor, IEEE 841 rated, TEFC, 460V/60Hz/3Ph, 445T frame with 120V space heaters & NC winding thermostats. Pump and motor shall be mounted on 316SS baseplate with an elastomeric coupling and OSHA compliant coupling guard.			
1	0	1	EA		CONSTRUCTIONSERVICE	EA	0.0000	0.00

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1041475	
QUOTE DATE	Page
3/1/2026	2 of 3

Quote Expires On: 03/31/2026
Quoted by: LKMATT

Quantities					Item ID / Item Description		Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
			1.0		Construction Service	1.0		
					Manufacturer: Barney's Pumps			
					Order Line Notes: - Removal of current pump and 12" flanged piping and fittings (suction & discharge) back to the 12" is stubbed through the floor - Partial demo of current pump pad and preparation to accept new pump assembly. - Installation of new piping, including new 90 degree elbows, gate valves, check valve, and any necessary spool pieces to connect to the pump. - Installation of the new pump package, including anchoring and grouting in-place - Labor to be performed during standard business hours - City shall be responsible for electrical all electrical work (including disconnect and re-connect) - Pricing is contingent on system able to be isolated, without needing special provisions to prevent pressurized water from entering the work-area.			
1	0	1	EA		ABK-34X9	EA	0.0000	0.00
			1.0		Kit, Anchor Bolt Includes:(4) 3/4" x 9" Long 316SS Studs (4) 3/4" 316SS Nylock Nuts (4) 3/4" 316SS Flat Washers	1.0		
					Manufacturer: Barney's Pumps			
2	0	2	EA		ABK-EPOXY	EA	0.0000	0.00
			1.0		Anchor Bolt Epoxy Ultrabond 1, 8.6 Ounce Cartridge	1.0		
					Manufacturer: Barney's Pumps			
2	0	2	EA		36107429185-1	EA	0.0000	0.00
			1.0		Grease, Phillips 66 Polytac #2 ISO VG 106, NLGI 2, Polyurea Thickener, Blue, 14oz Tube	1.0		
					Manufacturer: Phillips 66			
1	0	1	EA		LABORSUL	EA	0.0000	0.00
			1.0		Lakeland Start Up Labor (1) day on-site to support final installation of equipment, verify proper mechanical & electrical connections, laser align pump & motor, and document operation & performance.	1.0		
					Manufacturer: Barney's Pumps			
1	0	1	EA		BPIWARRANTY	EA	0.0000	0.00

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1041475	
QUOTE DATE	Page
3/1/2026	3 of 3

Quote Expires On: 03/31/2026
Quoted by: LKMATT

Quantities					Item ID / Item Description	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.			
			1.0		Barney's Pumps Warranty Covers all equipment and installation services against materials and workmanship for for (1) year after commissioning. *Manufacturer:* Barney's Pumps	1.0	

Total Lines: 12

SUB-TOTAL:	159,414.00
TAX:	0.00
AMOUNT DUE:	**159,414.00**
	U.S. Dollars

Thank you for the opportunity to earn your business.

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. Lead time and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office.

Order processed per Barney's Pumps standard terms and conditions of sale, and all terms and conditions of Barney's Pumps Terms of Sale & Warranty are incorporated herein by this reference as if fully set herein. Please visit https://www.barneyspumps.com/legal.html

All shipments are F.O.B origin.

SIGN BELOW AND RETURN TO AUTHORIZE ORDER.

PRINT NAME _____ SIGNATURE _____ DATE _____

Item Number / Tags	: 003	Size	: 410 - 8x10x15B
Service	: HSP 4 Downsize - 4000 @ 165	Stages	: 1
		Based on curve number	: 14-8x10x15B-1775 Rev 11/15/12
Quantity	: 1	Date last saved	: 15 Jan 2026 5:19 PM
Quote number	: SQ 1041475		

Operating Conditions

Flow, rated	: 4,000.0 USgpm
Differential head / pressure, rated (requested)	: 165.0 ft
Differential head / pressure, rated (actual)	: 165.2 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed, rated	: 1775 rpm
Impeller diameter, rated	: 15.06 in
Impeller diameter, maximum	: 15.50 in
Impeller diameter, minimum	: 10.00 in
Efficiency	: 86.18 %
NPSH required / margin required	: 24.60 / 0.00 ft
Ns (total flow) / Nss (imp. eye flow)	: 2,272 / 10,429 US Units
Minimum Continuous Stable Flow	: 1,295.4 USgpm
Head, maximum, rated diameter	: 250.2 ft
Head rise to shutoff	: 51.49 %
Flow, best eff. point	: 3,805.9 USgpm
Flow ratio, rated / BEP	: 105.10 %
Diameter ratio (rated / max)	: 97.18 %
Head ratio (rated dia / max dia)	: 96.17 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00 / 1.34
Selection status	: Acceptable

Liquid

Liquid type	: Water
Additional liquid description	:
Solids diameter, max	: 0.00 in
Solids diameter limit	: 1.31 in
Solids concentration, by volume	: 0.00 %
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

Material selected	: Standard

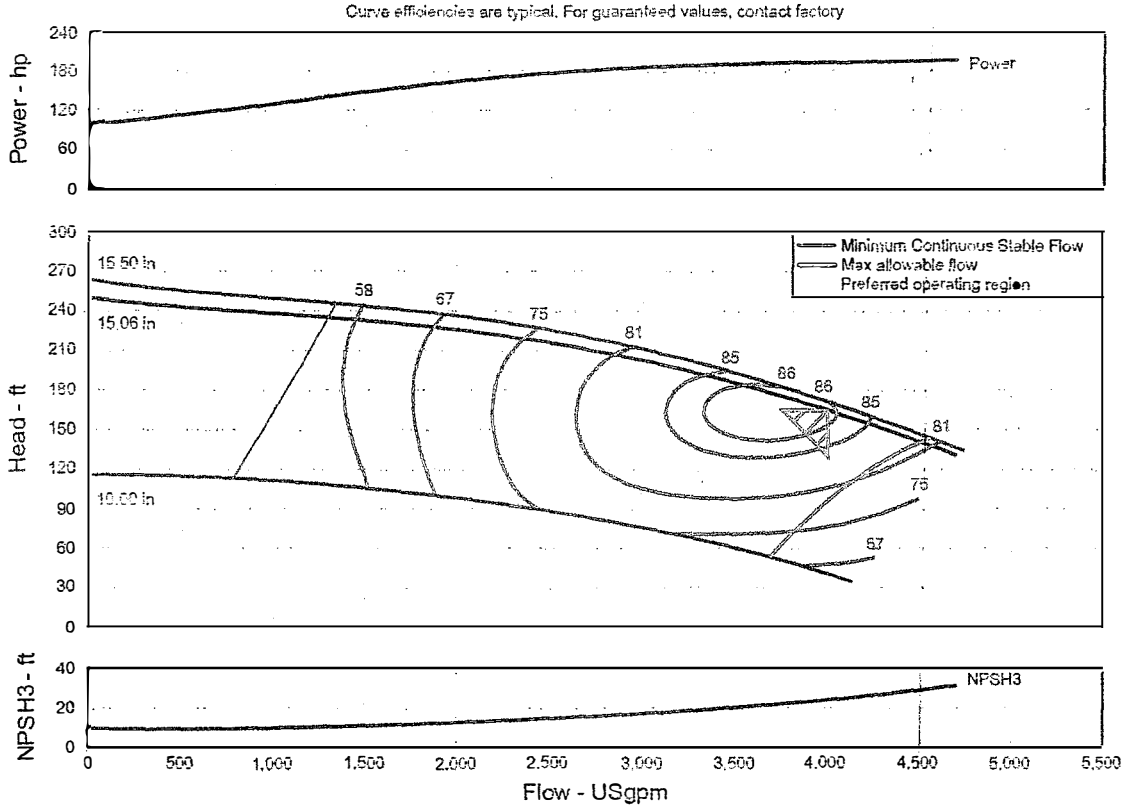
Pressure Data

Maximum working pressure	: 108.3 psi.g
Maximum allowable working pressure	: 250.0 psi.g
Maximum allowable suction pressure	: 250.0 psi.g
Hydrostatic test pressure	: 125.0 psi.g

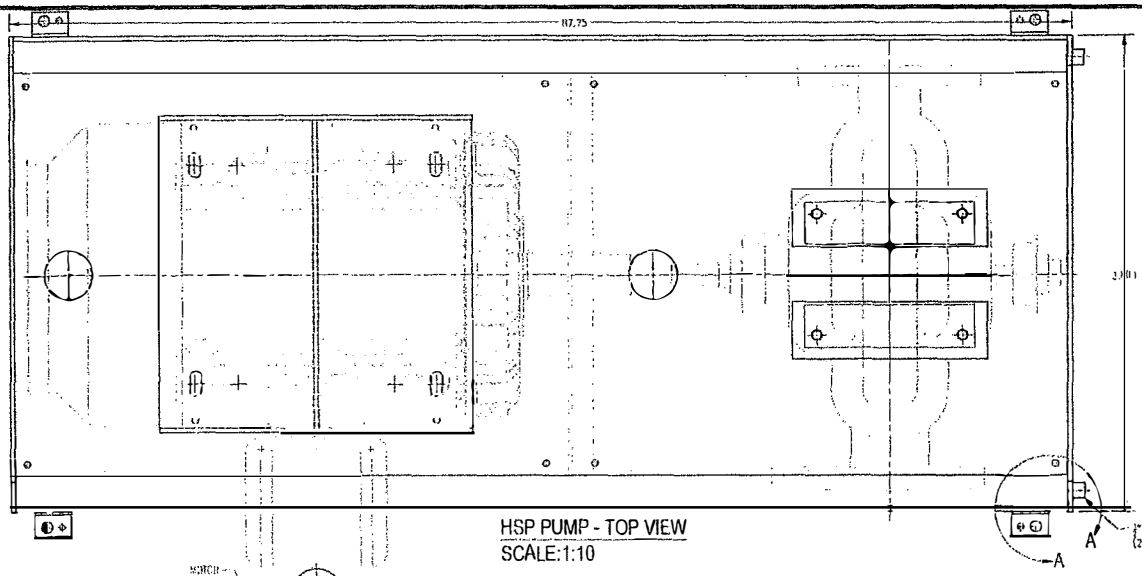
Driver & Power Data (@Max density)

Driver sizing specification	: Rated Power
Margin over specification	: 0.00 %
Service factor	: 1.00 (used)
Power, hydraulic	: 167 hp
Power, rated	: 194 hp
Power, maximum, rated diameter	: 198 hp
Minimum recommended motor rating	: 200 hp / 149 kW

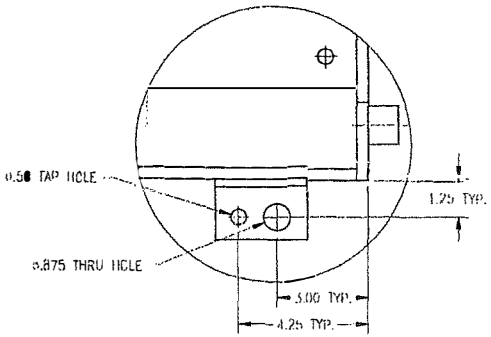
Curve efficiencies are typical. For guaranteed values, contact factory



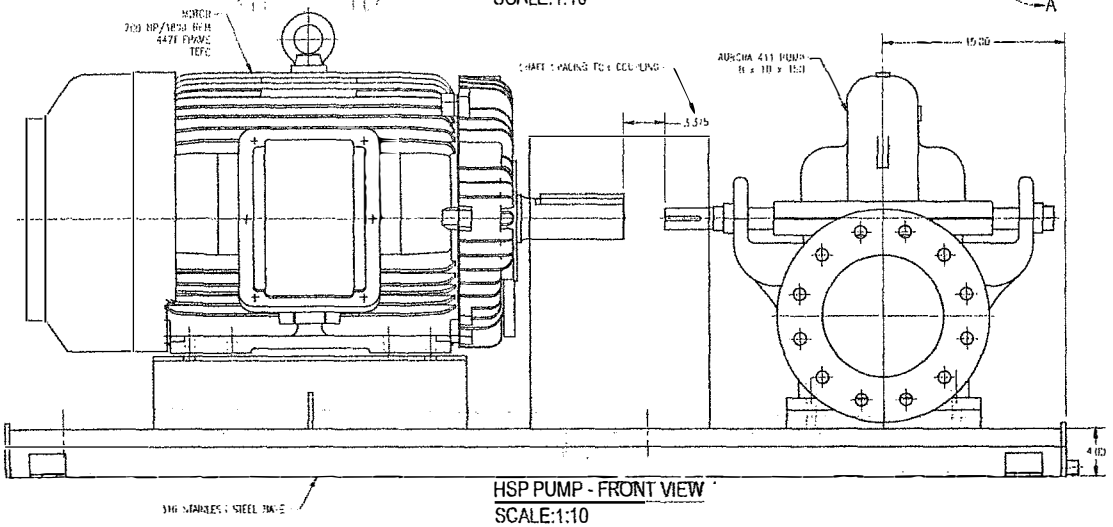
QUANTITY: ____



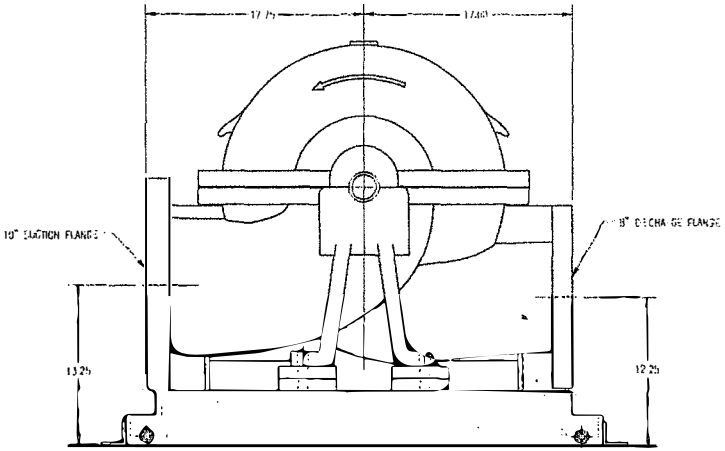
HSP PUMP - TOP VIEW
SCALE:1:10



DETAIL VIEW A-A (ANCHOR CLIP)
SCALE:1:4



HSP PUMP - FRONT VIEW
SCALE:1:10



HSP PUMP - RIGHT SIDE VIEW
SCALE:1:10

NOTE(S):
1. ALL DIMENSIONS ARE IN INCHES.
2. MAIN BEAMS AND CROSS MEMBERS ARE TO BE CONTINUOUS. NO BEAMS MADE OF TWO (2) OR MORE SECTIONS WELDED TOGETHER ARE ALLOWED.
3. ALL WELDING TO BE PER AWS WELD PROCEDURE SPECIFICATIONS FOR STANDARD WELDING PROCESSES.
4. ALL PUMP AND SKID SHALL HAVE METRIC JACKSCREW BOLTS PER BPI QUALITY ASSURANCE MANUAL B.3 UNLESS OTHERWISE NOTED.
5. UNLESS OTHERWISE SPECIFIED, REMOVE ALL BURRS AND SHARP CORNERS.

TOLERANCES UNLESS NOTED				DRAWING NOT RELEASED UNTIL APPROVED & DATED	BARNEY'S PUMPS, INC. PO BOX 3529, LAKELAND, FL 33802 PHONE: (863) 665-8500 FAX: (863) 604-3859
DECIMAL: X.XX ± 0.03; X.XXX ± 0.010–0.005				APPROVAL SIGNATURE	
ANGULAR ± 1°				APPROVAL DATE	DATE/PERSON OF ISSUE
125				STATUS: PRELIMINARY	DRAWN BY: ELT
PROPRIETARY – The material on this page is proprietary and the property of Barney's Pumps, Inc. (BPI), not to be reproduced, published, or released to others except with prior written authorization from BPI.	REV	REVISION DESCRIPTION	DATE	SCALE: 1:10	DWG. #: MC-G0370 PAGE: 1 OF 1 REV: 0

INTERNAL

PENTAIR

Robert K. Embry
Named Account Executive

PENTAIR FLOW TECHNOLOGIES
Cell: 331-293-7490

December 29, 2025

Subject: Aurora Pumps Authorized Municipal Distributor

To: Whom it may concern

Thank you for your recent inquiry regarding Aurora & Layne Verti-Line pumps. Barney's Pumps, Inc. is the sole authorized distributor serving the municipal market in the State of Florida (exclusive of the panhandle counties west of the Apalachicola River).

Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their geographical territory. They are the sole facility authorized to provide new pumps, replacement OEM parts, warranty and non-warranty service and repair for our products, which are manufactured by Pentair Flow Technologies in the North Aurora, IL facility. Products manufactured in our North Aurora facility include but not limited to; vertical turbine pumps, split-case pumps, end suction pumps and vertical in-line pumps.

Barney's has locations in Lakeland 863-665-8500, Coral Springs 954-346-0669 and Jacksonville 904-260-0669 to support the Florida municipal market.

If I can be of further assistance, please contact me at 331-293-7490.

Sincerely,

Robert K. Embry
Named Account Executive
Southeast Region

Barney's Pumps Terms of Sale & Warranty

1. This document is fully incorporated in the Credit Agreement (the "Agreement") signed by Customer, and is a binding contract between Barney's Pumps, Inc. ("Barney's Pumps") and the Customer executing the Credit Agreement which shall apply to all purchases by the above referenced Customer or its agents after the date of the Agreement. This document is also fully incorporated into any quote or invoice it is sent with or attached to. **Barney's Pumps expressly conditions its acceptance of any offer or purchase order from Customer on Customer's acceptance of only these Terms of Sale & Warranty expressly provided herein, and Customer agrees that any additional or different terms and conditions that may be attempted or purported to be imposed by the Customer on Barney's Pumps shall not apply to any transaction between Barney's Pumps and the Customer. Customer agrees and acknowledges that Barney's Pumps is unwilling to conduct business at all with Customer except for Customer's agreement to only these Terms of Sale & Warranty contained herein and nothing else unless such additional or different terms are agreed to in a subsequent writing by Barney's Pumps.**
2. Quoted prices do not include any taxes and are valid for thirty (30) days from the date of Barney's Pumps' proposal unless otherwise noted on the proposal. If the proposal is not unconditionally accepted, in writing, within that timeframe, Barney's Pumps may modify pricing.
3. Customer's payment terms are net 30 days from invoice date unless Barney's Pumps states other payment terms in writing signed by Barney's Pumps. The Customer shall pay a finance charge of 18% per annum, or the highest rate permitted by law, whichever is lower, on all delinquent accounts. If it becomes necessary for us to employ an attorney or to bring suit to recover any amount, the Purchaser agrees to pay all of our court costs, legal expenses, and reasonable attorney's fees in connection therewith. These remedies are not in lieu of any other remedies so provided by applicable law. The Customer agrees that any credit extended by Barney's Pumps is for business purposes only, and not for personal, family, or household purposes.
4. Shipping and shop drawing production schedules are estimates based on current market conditions; they are subject to revision. We will not be liable or responsible for any delays caused by late shipment to us, or by any other matters beyond our control (Force Majeure) either in whole or in part. The Customer hereby releases Barney's Pumps for all damages for delays caused, whether in whole or in part, by third parties. Customer agrees that if a third party caused or contributed to any delay, Customer releases Barney's Pumps completely for any damages caused by that delay, including any liquidated damages. Barney's Pumps shall only be liable for liquidated damages if Barney's agrees to such in writing.
5. If requested, shop drawings will be provided for submittal, review and approval to ensure that you, our customer, can be sure that Barney's Pumps has the correct perception of what you require. Any order where shop drawings are provided is contingent upon the approval of those shop drawings that, when approved, shall become the only specifications for the materials, goods, and/or services you wish to purchase. Barney's Pumps cannot and does not warrant, guarantee or represent that materials/goods/services are suitable for any particular purpose nor does Barney's Pumps warrant, guarantee or represent that the materials/goods/services will be or have been approved for use by any other party. The customer is not authorized to rely on any warranty or representation by Barney's Pumps not contained in this document or otherwise provided in writing, and any reliance on anything else shall be deemed unreasonable by the Customer.
6. Purchaser must inspect all materials/goods for damage or shortage at the time of delivery. Claims for non-conforming materials/goods, whether for damage, shortage or otherwise, must be given in writing at the time of delivery to the carrier, and we must be notified in writing of any such claim within five (5) days of the date of delivery. If Customer does not provide written notice of any issue with the materials/goods delivered within five (5) days after the date of delivery, then Customer shall be conclusively deemed to have accepted the materials/goods, and waives any right to complain regarding the quality of the materials/goods and any defects or non-conformance, whether patent or latent. Once the materials and/or goods are accepted, the Customer waives any right to revoke acceptance, whether in whole or in part. These waivers will be enforceable despite any contrary course of performance or course of dealing between the parties hereto. After the five (5) day period mentioned above, materials/goods may not be returned to Barney's Pumps without its written consent and will be subject to a restocking charge plus any freight costs involved.
7. For Specially Manufactured Goods: If Customer orders any goods that must be specially manufactured under specific specifications from the Customer, then the Customer shall not have the ability to cancel any order for such specially manufactured goods once production starts on the goods. Once procurement or production starts on said goods, Customer shall be fully liable for the purchase price of said goods, unless Barney's Pumps agrees otherwise in writing. Customer agrees that any cancellation of production or manufacturing of the specially manufactured goods may result in a cancellation fee to Barney's Pumps, which shall be borne solely by Customer. However, the express warranties below shall still apply to the goods if completed goods are delivered to and accepted by Customer.
8. With respect to materials/goods manufactured by Barney's Pumps, including Unitron Controls® and/or Sci-Text® control panels, we warrant said materials/goods only if the Customer is the original purchaser, and only against

defects in workmanship and material, subject to the limitations described below. The warranty period shall be the lesser of one year from startup or eighteen (18) months from date of shipment. It is the original purchaser's responsibility to ensure that the equipment is properly lubricated and that electrical components used in the control panels are free from rust and operate properly prior to start-up. This warranty does not apply to damage resulting from accident, alteration, misuse or abuse. We warrant to the original purchaser that any part which proves to be defective in material or workmanship will be repaired or replaced at no charge with a new or remanufactured part, F.O.B. Lakeland, Florida. The Customer shall assume all responsibility and expense for removal, reinstallation, and freight to and from Lakeland, Florida. Any item designated as manufactured by others shall be covered only by the express warranty of the manufacturer thereof, if any. Parts of products, or accessories, manufactured by third parties are warranted only to the extent of the original manufacturer's express warranty, if any. In order for this express warranty to be valid and enforceable, Customer shall give Barney's Pumps a written notice within the warranty period above and shall give Barney's Pumps a reasonable opportunity to inspect the materials/goods alleged to be defective, as well as the installation and use thereof. If written notice is not received by Barney's Pumps within the warranty period, any warranty is deemed waived.

9. Service, Repair and Maintenance Work: From time to time, Barney's Pumps may perform service, repair and maintenance work for the Customer on materials/goods purchased by the Customer and/or provide training to Customer concerning said materials/goods. For all repair and maintenance work performed by Barney's Pumps at Barney's Pumps facility, Barney's Pumps warrants said repair and maintenance work against defects in material and workmanship only for the ninety (90) days from the date of completion of said repair and maintenance work. For service, repair and maintenance in the field and for training to customers, Barney's Pumps warrants only that said service, repair and maintenance and field training shall be free from defects in materials and workmanship for ninety (90) days following the date of completion of said services. In order for this express warranty to be valid and enforceable, Customer shall give Barney's Pumps a written notice within the warranty period above and s hall give Barney's Pumps a reasonable opportunity to inspect the materials/goods repaired as well as the installation and use thereof. If written notice is not received by Barney's Pumps within the warranty period, the warranty shall be waived by Customer.
10. Customer acknowledges and agrees that any UNITRON CONTROLS®, SCI-TEXT®, or other software provided by BARNEY'S PUMPS in connection with any hardware or control panel products is provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in the software and Barney's Pumps reserves all right, title, and interest in and to the software and all intellectual property rights arising therefrom. Subject to and conditioned upon Customer's strict compliance with the terms of this Agreement, Barney's Pumps hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable limited scope license to use such software in conjunction and only with the hardware specifically provided by Barney's Pumps. Barney's Pumps reserves all rights in the software not expressly granted herein.
11. All drawings, specifications, designs, plans and other documents (including without limitation those in electronic form) prepared by Barney's Pumps (collectively the "Plans and Specifications") are property of Barney's Pumps. Barney's Pumps is and shall be deemed the author and owner of the Plans and Specifications. Barney's Pumps retains all common law, statutory and other rights thereto, including without limitation all copyrights. Customer hereby assigns to Barney's Pumps any interest Customer has or may have in the Plans and Specifications, and otherwise expressly disclaims and waives any right and/or claim of ownership in and to the Plans and Specifications.
12. **EXCLUSION OF ALL OTHER WARRANTIES: THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ALL OTHER IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY, OR THAT ANY UNITRON CONTROLS®, SCI-TEXT®, OR OTHER SOFTWARE PROVIDED IN CONNECTION WITH A CONTROL PANEL WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, OR SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY PRODUCTS PURCHASED FROM BARNEY'S PUMPS, INCLUDING MATERIALS OR GOODS PRODUCED OR MANUFACTURED BY BARNEY'S PUMPS, OR ANY PARTS INCORPORATED INTO ANY BARNEY'S PUMPS PRODUCT. THE MATERIALS/GOODS SOLD BY BARNEY'S PUMPS TO THE CUSTOMER ARE SOLD AND DELIVERED "AS IS" AND "WITH ALL FAULTS."**
13. UNDER NO CIRCUMSTANCES SHALL BARNEY'S PUMPS BE LIABLE TO THE CUSTOMER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE AND HOWEVER OCCASIONED, WHETHER ALLEGED AS A RESULT OF BREACH OF WARRANTY OR CONTRACT BY BARNEY'S PUMPS, AS A RESULT OF THE NEGLIGENCE OF BARNEY'S PUMPS, OR OTHERWISE. BARNEY'S PUMPS AND THE CUSTOMER AGREE THAT THE SOLE AND EXCLUSIVE REMEDY AGAINST BARNEY'S PUMPS REGARDING GOODS AND/OR MATERIALS PROVIDED BY OR DELIVERED BY BARNEY'S PUMPS SHALL BE FOR THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART PURSUANT TO THE EXPRESS WARRANTY PROVISIONS HEREIN.

14. This Agreement constitutes the entire agreement between the Customer and Barney's Pumps. This Agreement takes precedence and shall be controlling over any conflicting provision in all other writings, whether agreed upon by the Customer and/or Barney's Pumps, or otherwise, including any purchase order from Customer. Furthermore, Customer agrees that any indemnification or hold harmless provision in any document provided to Barney's Pumps by the Customer is not accepted by Barney's Pumps unless Barney's Pump's consents in writing to said provision(s). THE CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING ON BARNEY'S PUMPS, AND ANY RELIANCE BY THE CUSTOMER ON ANYTHING OTHER THAN THE WRITING CONTAINED HEREIN IS UNREASONABLE.
15. If any provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable under present or future laws, such provision shall be fully severable, the same as if such invalid or unenforceable provision had never comprised part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
16. The fact that Barney's Pumps may have initially drafted or structured this Agreement shall not be considered in construing any particular provision herein either in favor of or against Barney's Pumps or the Customer.
17. As to each person signing and/or accepting this Agreement on behalf of a corporation or other entity, each such person represents and warrants that he or she is competent and authorized to enter into this Agreement.
18. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida only, regardless of any principles of conflicts of laws. Exclusive venue and jurisdiction for any claims, causes of action or disputes between the Customer and Barney's Pumps shall be vested in the appropriate state court in Polk County, Florida.
19. **THE CUSTOMER AND BARNEY'S PUMPS HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY DISPUTE ARISING BETWEEN THEM.**

WINTER HAVEN
The Chain of Lakes City

Office of Procurement

SOLE SOURCE

CERTIFICATE OF CONDITIONS AND CIRCUMSTANCES

Instructions: The purpose of this form is to certify conditions and circumstances for the purchase of goods and services under the single source exception to the competitive bid process. This request is to be executed by the Department Director and submitted to the Procurement Officer for consideration.

Items or services required: Sole source equipment brands: Aurora, Barney's Pumps, Fairbanks, Flowserve, HOMA, Hydromatic, Layne Vertiline

Name of company considered a Sole Source: Barney's Pumps, Inc.

List the conditions and circumstances that require this to be a Sole Source purchase. Be specific:

Barney's Pumps is the exclusive distributor, for the above mentioned products, including new units, service, parts, and warranty in the municipal market in the State of Florida currently used in the City's lift stations and water/wastewater plants.

Proper documentation for verification of Sole Source must be attached.

Department Director's signature: [signature] **Date requested:** 8/29/25

****

APPROVED

Procurement action/findings:

Procurement Officer's signature: **Date:** 11/20/2025

Per Florida Statute 838.22(2) It is unlawful for a public servant, with "corrupt intent" to obtain a benefit for any person or to cause unlawful harm to another to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services.

BARNEY'S PUMPS

CORPORATE OFFICES
2965 BARNEY'S PUMPS PLACE
LAKELAND, FL 33812-4209
P.O. BOX 3529
LAKELAND, FL 33802-3529
PHONE (863) 665-8500
FAX (863) 666-3858

1/2/2025

To Whom It May Concern:

Barney's Pumps designs, engineers, manufactures, and sells highly engineered pumping and electrical control solutions. Many of our products are directed toward municipal and industrial users. Our product offering focuses on pumps, parts, accessories, electrical controls, and automation products and services.

Barney's Pumps manufacturers and programs industrial control panels and the systems that use them. Unitron Controls® is the registered trademark name under which these panels are labeled. Unitron Controls® can provide industrial control panels that are certified UL 508A, and UL 698A for panels relating to hazardous/classified locations. Additionally, Barney's Pumps Hydroflo Packaged Pumping Systems may be UL QCZJ listed, if UL-listed control panels are used in their construction. Barney's Pumps / Unitron Controls® panels are sold exclusively by Barney's Pumps. They are not sold under any other brand name; therefore, Barney's Pumps is the sole source for Unitron Controls® panels.

In addition, Barney's Pumps owns and is the only source for the Sci-Text® family of products that focus on SCADA automation. Sci-Text® is especially well-suited for the water and wastewater industries.

Barney's Pumps guide rail systems allow for the removal of the pumping unit from the wetwell without the need for entry into the wetwell. Barney's Pumps manufacturers base elbows with corresponding mating flanges in metal-to-metal and metal-to-grommet construction along with other wetwell equipment like upper and intermediate guide rail brackets, pump lifting bails, and cable hangers. For a full product offering, please contact us. These manufactured items are proprietary and are sold exclusively by Barney's Pumps. They are not sold under any other brand name.

Thank you for your consideration of Barney's Pumps and for allowing us to provide this information. Please contact me if you have any questions, or if you need any additional information.

Sincerely,

Justin Coward

Justin Coward
Engineering Manager
cowardj@barneyspumps.com

Pump Technology Inc.
Ansonia, CT 06401

Southeast Regional Office
Ph. 203 231 6433

Re: HOMA PUMP Authorized Municipal Distributor

Date: 1/3/2025

To Whom It May Concern:

Effective September 14, 2004, Barney's Pumps, Inc. became the only authorized distributor for HOMA PUMP TECHNOLOGY INC. in the municipal market for the state of Florida (exclusive of the panhandle counties west of the Apalachicola River). Their responsibilities include but are not limited to:

A. Sale of new units,

B. Sale of OEM aftermarket parts in accordance with HOMA warranty, and

C. Warranty evaluation and repair to meet Warranty Requirements for HOMA pumps.

Barney's Pumps has been involved with the rotating equipment business for many years. Their staff is experienced in the selection, application, packaging and service of HOMA pumps, and they have locations in Lakeland, Coral Springs, and Jacksonville to properly support the municipal marketplace in the state of Florida.

HOMA PUMP will support Barney's Pumps by referring inquiries to them and by our direct sales force working side-by-side with them to optimize our customer support. We recommend our customers work closely with them to obtain the best results from our products.

They can be reached in Lakeland at (863) 665-8500, in Coral Springs at (954) 346-0669, or in Jacksonville at (904) 260-0669. Please let us know if you have any questions or if there is any way we can be of assistance.

Nate Ackerman

Sincerely,
Nate Ackerman
Southeast Regional Sales Manager
HOMA Pump Technology, Inc.

Bryan E. Kates
Named Account Executive
PENTAIR FLOW TECHNOLOGIES
Fairbanks Nijhuis
+
+1-781-361-4751 cell
Bryan.kates@pentair.com

PENTAIR

January 1, 2025

Subject: Hydromatic Pumps
Authorized Municipal Distributor

To whom it may concern,

Thank you for your recent inquiry regarding Hydromatic pumps.
Barney's Pumps, Inc. is the sole distributor serving the municipal market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River).

Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their exclusive geographical territory. They are the sole facility authorized to provide warranty and non-warranty service and repair for our products.

They have locations in Lakeland (863) 665-8500, Coral Springs (954) 346-0669 and Jacksonville (904) 260-0669 to support the Florida municipal market.
If I can be of further assistance, please contact me at 504-491-0320

Sincerely,

Bryan E. Kates
Named Account Executive

FLOWSERVE

AUTHORIZATION LETTER

January 5, 2024

To Whom It May Concern:

This letter is to hereby acknowledge that Barney's Pumps with offices at 2965 Barney's Pumps Place, Lakeland, FL, 33812, United States, is recognized by all of the Flowserve Operations/Sites listed in the agreement as an authorized Distributor of Pump & Seal products (listed in the agreement) pursuant to Agreement #19-FSG-DA-00038 and includes the following counties in Florida:

Alachua, Baker, Brandford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, Miami-Dade, De Soto, Dixie, Duval, Flagler, Franklin, Gadsden, Gilchrist, Glades, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Liberty, Madison, Manatee, Marion, Martin, Monroe, Nassau, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, St. Lucie, Sumter, Suwannee, Taylor, Union, Volusia, Wakulla

Barney's Pumps is authorized to promote sales, receive inquiries, present quotations and receive orders for the aforementioned products manufactured by all of the Flowserve Operations/Sites listed in the agreement.

This authorization letter is valid until December 31, 2025 or until terminated by either party.

Regards,

Amanda L. Tingler

Amanda L. Tingler
Contract Administrator, Global Channel Agreements

Flowserve Corporation
1978 Foreman Drive
Cookeville, TN 38502 USA
Telephone 931-432-3127
Facsimile: 931-432-3624
atingler@flowserve.com
www.flowserve.com

FLOWSERVE

BARNEY'S PUMPS
LAKELAND • CORAL SPRINGS • JACKSONVILLE

CARTER VERPLANCK
WATER AND WASTEWATER TREATMENT SOLUTIONS

January 2, 2025

RE: Authorized Municipal Pump Repairs

To Whom It May Concern:

This letter is to hereby acknowledge Flowserve is bringing together two of our strongest channel partners in a new way to provide unmatchable service to our customers. Barney's Pumps and Carter & Verplanck have been Flowserve partners for decades each. They know us and more importantly, they know you, our customers.

Flowserve has many service and support facilities, globally, and we are extending our reach even further into the water and wastewater market in Florida. Carter & Verplanck is your source for Flowserve pumps and parts. Barney's Pumps is your source for the repair and service Flowserve products as our only factory-authorized, Gold-Level Certified repair and warranty facility in the State of Florida. In this joint venture, they are the single source for Flowserve product and repair.

Please use this letter to confirm that Barney's Pumps is an Authorized, certified Repair shop and the only Authorized repair shop in the state of Florida, using only Original Flowserve parts in partnership with Carter & Verplanck, to perform this repair.

For all your new and replacement unit needs, contact Carter & Verplanck.

For pump and seal repairs or if a new mechanical seal is required, please contact Barney's Pumps.

If you have any questions or there is anything I can help you with in the future, I am always available to help.

Have a great day!

Tim Hope
Flowserve Corporation
Senior Sales Engineer – FL, GA, and The Bahamas

1450 N. Market St
Jacksonville, FL 32206
Ph: (904) 608-0425
THope@Flowserve.com

John Ondrejack, P.E.
Flowserve Solutions Group
Manager-Southeast/Caribbean

PO Box 810610
Boca Raton, Florida 33481
Ph: (561) 715-1900
JOndrejack@Flowserve.com

Bryan E. Kates
Named Account Executive
PENTAIR FLOW TECHNOLOGIES
Aurora/Layne Vertiline
+1-781-361-4751 cell

PENTAIR

January 5, 2025

Subject: Aurora
Authorized Municipal Distributor

To whom it may concern,

Thank you for your recent inquiry regarding Aurora & Layne Verti -Line pumps.
Barney's Pumps, Inc. is the sole authorized distributor serving the municipal market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River).

Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their exclusive geographical territory. They are the sole facility authorized to provide new pumps, replacement OEM parts, warranty and non-warranty service and repair for our products, which are manufactured by Pentair Flow Technologies in their North Aurora Ill. facility. Products manufactured in our North Aurora facility include but not limited to vertical turbines, split case pumps, end suction pumps, vertical end line pumps.

They have locations in Lakeland (863) 665-8500, Coral Springs (954) 346-0669 and Jacksonville (904) 260-0669 to support the Florida municipal market.
If I can be of further assistance, please contact me at 504-491-0320

Sincerely,

Bryan E. Kates
Named Account Executive

Bryan E. Kates
Named Account Executive

PENTAIR FLOW TECHNOLOGIES
Fairbanks Nijhuis
+1-781-361-4751 cell
Bryan.kates@pentair.com

PENTAIR

January 1, 2025

Subject: Fairbanks Nijhuis Pumps
Authorized Municipal Distributor

To whom it may concern,

Thank you for your recent inquiry regarding Fairbanks Nijhuis pumps. Please be aware that Fairbanks Nijhuis, formerly Fairbanks Morse, now includes all Layne/Verti-line products as well. Barney's Pumps, Inc. is the sole distributor serving the municipal market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River).

Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their exclusive geographical territory. They are the sole facility authorized to provide warranty and non-warranty service and repair for our products.

They have locations in Lakeland (863) 665-8500, Coral Springs (954) 346-0669 and Jacksonville (904) 260-0669 to support the Florida municipal market.

If I can be of further assistance, please contact me at 504-491-0320.

Sincerely,

Bryan E. Kates
Named Account Executive

DATE: March 9, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

SUBJECT: Wastewater Treatment Plant #2 Emergency Purchase Justification

---

BACKGROUND

On Wednesday, February 25, 2026, Water Department staff discovered that a remnant/decommissioned discharge structure within the WWTP #2 Reject Pond developed a leak, which allowed partially-treated water within the pond to enter Lake Conine. Efforts were immediately made to lower the reject pond to a level below the point of the structure failure, but the Wastewater Plant effluent was severely impacted by this action. High nutrients in the reject water caused the WWTP to reject the plant's effluent and fill the pond to the point where it would breach if this continued. The failure in the remnant/decommissioned overflow structure was repaired Monday March 2.

Following sign off from the City Manager of an Emergency Purchase Justification Form, the City utilized its pump trucks to begin the process of drawing down the Mixed Liquor Suspended Solids (MLSS) from the aeration basins at WWTP #2 and transferring them to WWTP #3 via the Master Lift Station. This began March 3 and was completed on March 7.

The City contracted with Synagro for an emergency dewatering centrifuge to minimize the impact that the WWTP #2 MLSS will have on WWTP#3. It is anticipated that Synagro will be on site for 2 weeks, beginning March 11. The purpose using Synagro's equipment is to ensure that the existing MLSS at WWTP #3 remains at operational levels and within permit limits.

FINANCIAL IMPACT

Sufficient funds are budgeted in FY26 under account 402-08-304-4601 in the amount of $116,328.
The cost for this service is approximately $116,328:

- Dewatering of sludge ($54,000)
- Mobilization ($2,000)

- On-site generator to run centrifuge, since Plant #3 cannot support the electrical needs of these actions ($21,000)
- Hauling of dewatered sludge ($8,600)
- Disposal ($30,728)

STRATEGIC PLAN ALIGNMENT

- This is an emergency action associated with City operations not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Infrastructure and Environmental Stewardship Strategic Pillars.

RECOMMENDATION

Staff recommends the City Commission ratify the emergency purchase and dewatering proposal dated March 3, 2026, as provided by Synagro and authorize the City Manager, or his designee, to take any and all actions necessary thereto.

ATTACHMENTS

- Emergency Purchase Justification – WWTP #2 - Synagro
- Synagro WWTP #3 Proposal – Mobile Centrifuge
- Interoffice Memorandum – Wastewater Treatment Plant Emergency Justification

EMERGENCY PURCHASE JUSTIFICATION

If the emergency requires **immediate** action the user Department/Division is authorized to proceed and advise Procurement of action taken. This form must be submitted with the related paperwork (sales ticket, bill, delivery slip receipts, etc.) by the close of business of the next business day following the emergency. The emergency purchase of goods and/or services is defined as **any purchase made in response to a requirement for goods and/or services in which a delay would adversely affect the public health or safety of the citizens of the City as well as any immediate repairs that are needed to prevent further damage to public property, machinery, or equipment.**

Department/Division: Water / Wastewater

Date and Location of **Emergency**: March 3, 2026 - WWTP#2 / WWTP#3

Emergency Purchase vendor: Synagro

Describe **Emergency** and action taken: Please refer to attached memo on the Emergency Purchase Justification.

Subsequent repairs needed: The process should aid the reduction of MLSS in both WWTP#2 and WWTP#3.

Total cost or estimated cost of **Emergency Purchase** $ 116,328.00

Charge to ACCOUNT CODE: 402/08/304/4601

Additional Quotes (if any): _____

David Nicholson 3/4/26
Requestor Name - printed Date

Division/Department Director Approval 03/06/2026
Date

Procurement Approval 3/6/2026
Date

Finance/Budget Approval 3.6.2026
Date

City Manager Approval 3.6.26
Date

WINTER HAVEN
THE CHAIN OF LAKES CITY

INTEROFFICE MEMORANDUM

DATE: March 6, 2026

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

APPROVED BY
3-6-2026

VIA: Gary Hubbard, Water Department Director
Mark Bombard, Water Department, Assistant Director
Bethany Owen, Procurement Manager

FROM: David Nicholson, Wastewater Treatment Plant Manager

SUBJECT: Wastewater Treatment Plant #2 – Emergency Purchase Justification.

On Wednesday February 25th it was discovered that the old overflow structure in the reject pond at Wastewater Treatment Plant #2 (WWTP#2) had failed and was allowing reject pond water into Lake Conine.

Efforts were made to lower the reject pond to a level below the point of failure, but in doing this the Wastewater Plant effluent was severely impacted. High nutrients in the reject water caused the WWTP to reject the Plant effluent and fill the pond to the point where it would breach if this continued.

The overflow structure was repaired on Monday March 2nd.

The following plan was devised by the Utility Leadership team to ensure Wastewater Treatment Plant #2 is brought back to operational standards as soon as possible, and minimize impact on Wastewater Treatment Plant #3, avoiding any environmental impacts.

- The City will utilize its pump trucks to begin the process of pumping the MLSS (Mixed Liquor Suspended Solids) from the aeration basins at WWTP#2 to WWTP#3 via the Master Lift Station. This began on March 3rd and will run 24/7. This is slowly making some improvements in Plant performance.

- The City will contract Synagro for an emergency dewatering centrifuge to minimize the impact that the WWTP#2 MLSS will have on WWTP#3. WWTP#3 has seen their MLSS increase significantly due the impact from WWTP#2. This will be for 2 weeks beginning tentatively on March 11th. The purpose of this is to make sure that the MLSS at WWTP#3 remains with operational levels and the Plant stays within permit limits. The cost for this service is approx. $116,328.00. This consists of the following - Dewatering of sludge - $54,000; Mobilization - $2,000; Generator to run Centrifuge (Plant #3 cannot support the electrical needs of a Centrifuge) - $21,000; Hauling of dewatered sludge – $8,600; Disposal - $30,728.00

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

SYNAGRO

MARCH 3, 2026

City of Winter Haven
2746 Motor Pool Rd.
Winter Haven, FL 33880 via email:dnicholson@mywinterhaven.com
Attn: Mr. David Nicholson

Re: City of Winter Haven Mobile Centrifuge Dewatering Pricing Plant #3

Dear Mr. Nicholson,

Synagro South, LLC (Synagro) is pleased to offer the City of Winter Haven the following proposal to centrifuge dewater your wastewater sludge from the City's wastewater treatment plant #3.

Synagro is uniquely positioned to work with the City of Winter Haven as the only biosolids management company in Florida who operates a fleet of mobile centrifuge dewatering trailers to handle the volume of wastewater sludge processing along with composting facilities to sustainably repurpose the dewatered cake. Synagro has been in business for over 30 years and is the largest municipal biosolids management company in the country with over 700 municipal customers in 48 states. This includes over 35 contracts with municipalities throughout the State of Florida. We provide various residual management services, including sludge holding tanks cleaning, retention pond and lagoon dredging and mobile centrifuge dewatering of sludge. We offer these services to water and wastewater treatment plants and have extensive equipment and personnel resources to perform the City's needs for biosolids management.

Mobile Centrifuge Scope of Work:

Synagro will provide the following resources to accomplish this work:

- One Mobile Centrifuge and Operator (as many days needed, 10 hours/day)
- One Road Tractor and CDL Driver
- Sufficient Polymer for sludge solidification
- Pumps, hoses, fittings and safety equipment to conduct dewatering
- Power for running centrifuge 250 kW portable generator, if needed, if power not provided by plant
- Sufficient end dump trailers for conveying cake into throughout dewatering event
- Hauling and disposal of dewatered cake to Cedar Trail landfill

We ask the City to provide the following;

- Sufficient workspace for the proposed activities and uninterrupted access to the work area during operations
- A minimum of 500,000 gallons of wastewater sludge per event, accessed by a 4-inch camlock fitting outlet within 50 feet of our equipment
- Fresh water source (2" connection, 140 gpm at 60 psi) within 50 feet of our equipment
- Access to manway or lift station to be used for centrate return within 50 feet

Pricing:

Dewatering of wastewater sludge based on the % solids of the in-feed sludge and volume of sludge to dewater:

- **Dewatering** of Sewage Cake Sludge = **4.5 cents per gallon** (100k to 120k gallons/day)
- **Mobilization Fee** for Equipment, Operator = **$2,000 / service**
- **Generator** mobilization and rental = **$1,500/day**, if needed
- **Hauling** end dump trailers to Cedar Trail landfill = **$430/load**
- **Disposal** of dewatered cake at Cedar Trail = **$66.80/ton**

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

If you have any questions or comments regarding this proposal or we can be of further assistance, please contact me at 813-495-1060. Thanks again for an opportunity to offer our services and value to the City of Winter Haven. We look forward to working together.

Sincerely,

Curt DeBrunner

Curt DeBrunner
Area Sales Manager

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

SYNAGRO

MARCH 3, 2026

City of Winter Haven
2746 Motor Pool Rd.
Winter Haven, FL 33880 via email:dnicholson@mywinterhaven.com
Attn: Mr. David Nicholson

Re: City of Winter Haven Mobile Centrifuge Dewatering Pricing Plant #3

Dear Mr. Nicholson,

Synagro South, LLC (Synagro) is pleased to offer the City of Winter Haven the following proposal to centrifuge dewater your wastewater sludge from the City's wastewater treatment plant #3.

Synagro is uniquely positioned to work with the City of Winter Haven as the only biosolids management company in Florida who operates a fleet of mobile centrifuge dewatering trailers to handle the volume of wastewater sludge processing along with composting facilities to sustainably repurpose the dewatered cake. Synagro has been in business for over 30 years and is the largest municipal biosolids management company in the country with over 700 municipal customers in 48 states. This includes over 35 contracts with municipalities throughout the State of Florida. We provide various residual management services, including sludge holding tanks cleaning, retention pond and lagoon dredging and mobile centrifuge dewatering of sludge. We offer these services to water and wastewater treatment plants and have extensive equipment and personnel resources to perform the City's needs for biosolids management.

Mobile Centrifuge Scope of Work:

Synagro will provide the following resources to accomplish this work:

- One Mobile Centrifuge and Operator (as many days needed, 10 hours/day)
- One Road Tractor and CDL Driver
- Sufficient Polymer for sludge solidification
- Pumps, hoses, fittings and safety equipment to conduct dewatering
- Power for running centrifuge 250 kW portable generator, if needed, if power not provided by plant
- Sufficient end dump trailers for conveying cake into throughout dewatering event
- Hauling and disposal of dewatered cake to Cedar Trail landfill

We ask the City to provide the following;

- Sufficient workspace for the proposed activities and uninterrupted access to the work area during operations
- A minimum of 500,000 gallons of wastewater sludge per event, accessed by a 4-inch camlock fitting outlet within 50 feet of our equipment
- Fresh water source (2" connection, 140 gpm at 60 psi) within 50 feet of our equipment
- Access to manway or lift station to be used for centrate return within 50 feet

Pricing:

Dewatering of wastewater sludge based on the % solids of the in-feed sludge and volume of sludge to dewater:

- **Dewatering** of Sewage Cake Sludge = **4.5 cents per gallon** (100k to 120k gallons/day)
- **Mobilization Fee** for Equipment, Operator = **$2,000 / service**
- **Generator** mobilization and rental = **$1,500/day**, if needed
- **Hauling** end dump trailers to Cedar Trail landfill = **$430/load**
- **Disposal** of dewatered cake at Cedar Trail = **$66.80/ton**

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

If you have any questions or comments regarding this proposal or we can be of further assistance, please contact me at 813-495-1060. Thanks again for an opportunity to offer our services and value to the City of Winter Haven. We look forward to working together.

Sincerely,

Curt DeBrunner

Curt DeBrunner
Area Sales Manager

WINTER HAVEN
THE CHAIN OF LAKES CITY

INTEROFFICE MEMORANDUM

DATE: March 9, 2026

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

VIA: Gary Hubbard, Water Department Director
Mark Bombard, Water Department, Assistant Director
Bethany Owen, Procurement Manager

FROM: David Nicholson, Wastewater Treatment Plant Manager

SUBJECT: Wastewater Treatment Plant #2 – Emergency Purchase Justification.

On Wednesday February 25th it was discovered that the old overflow structure in the reject pond at Wastewater Treatment Plant #2 (WWTP#2) had failed and was allowing reject pond water into Lake Conine.

Efforts were made to lower the reject pond to a level below the point of failure, but in doing this the Wastewater Plant effluent was severely impacted. High nutrients in the reject water caused the WWTP to reject the Plant effluent and fill the pond to the point where it would breach if this continued.

The overflow structure was repaired on Monday March 2nd.

The following plan was devised by the Utility Leadership team to ensure Wastewater Treatment Plant #2 is brought back to operational standards as soon as possible, and minimize impact on Wastewater Treatment Plant #3, avoiding any environmental impacts.

- The City will utilize its pump trucks to begin the process of pumping the MLSS (Mixed Liquor Suspended Solids) from the aeration basins at WWTP#2 to WWTP#3 via the Master Lift Station. This began on March 3rd and will run 24/7. This is slowly making some improvements in Plant performance.

- The City will contract Synagro for an emergency dewatering centrifuge to minimize the impact that the WWTP#2 MLSS will have on WWTP#3. WWTP#3 has seen their MLSS increase significantly due the impact from WWTP#2. This will be for 2 weeks beginning tentatively on March 11th. The purpose of this is to make sure that the MLSS at WWTP#3 remains with operational levels and the Plant stays within permit limits. The cost for this service is approx. $116,328.00. This consists of the following - Dewatering of sludge - $54,000; Mobilization - $2,000; Generator to run Centrifuge (Plant #3 cannot support the electrical needs of a Centrifuge) - $21,000; Hauling of dewatered sludge – $8,600; Disposal - $30,728.00

DATE: March 11, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Public Works Director
Todd Gooding, Assistant Public Works Director

SUBJECT: ITB-26-20 – 3rd Street NW Complete Street Project – Award of Contract to Tucker Paving Inc.

BACKGROUND

The Florida Department of Transportation (FDOT) awarded a $1,690,315 grant to the City of Winter Haven to fund Complete Streets enhancements along 3rd Street NW from Avenue D NW to South Lake Silver Drive. Following the award, the City entered into a Local Agency Program (LAP) Agreement with FDOT after approval of Resolution R-25-39.

Kimley-Horn worked with staff to design the project and obtain FDOT review and approval at each design phase. Upon approval of the 100% design plans and issuance of a Notice to Proceed with Advertisement by FDOT, the project was advertised for bid as ITB-26-20 in mid-January 2026. Seven sealed bids were received and opened on February 27, 2026. Of the seven bidders, Tucker Paving Inc. of Winter Haven, Florida, was the lowest responsive, responsible bidder. A Recommendation of Award was posted, and no protests were received.

Pending award by the City Commission and approval by FDOT, staff anticipates construction to begin in May 2026. Once a Notice to Proceed is issued, the contractor will have 275 calendar days to complete the project.

FINANCIAL IMPACT

The total project cost was bid at $2,142,056.78. FDOT will reimburse the City a maximum amount of $1,609,315 for construction of the project. The City will be responsible for funding the remaining $532,741.78, which is fully budgeted in the FY 2026/27 Transportation Fund.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure

- **Goal:** 3.1 – Maintain strong partnerships with key organizations (State, County, adjacent municipalities, private development) for transportation planning.
- **Goal:** 3.2 – Take a comprehensive approach to transportation planning and maintenance of transportation assets

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency

RECOMMENDATION

Staff recommends the City Commission award ITB-26-20 to Tucker Paving, Inc. and authorize the City Manager or his designee to issue a purchase order in the amount of $2,142,056.78 and take all other actions necessary to award the project and complete construction.

ATTACHMENTS

- ITB-26-20 Bid Tabulation
- ITB-26-20 Recommendation of Award

ITB-26-20
February 27, 2026
City of Winter Haven
Tabulation of Bids

Third Street NW -
Complete Street Project - LAP

Description	**Bidder No 1** Tucker Paving, Inc. Winter Haven, FL	**Bidder No 2** L. Cobb Site Development, Inc. Wauchula, FL	**Bidder No 3** DB Civil Construction, LLC St. Augustine, FL	**Bidder No 4** Gibbs & Register, Inc. Winter Garden, FL
Roadway	$1,439,808.46	$1,620,381.98	$1,769,089.10	$1,776,226.50
Signing, Pavement and Lighting	$68,207.73	$86,421.06	$84,908	$70,613
Lighting	$490,875.62	$612,282.33	$561,208	$610,027
Landscape	$110,484.94	$153,645.85	$151,481	$155,646
Utilities	$32,680.03	$20,943.37	$29,600	$27,850
Subtotal	$2,142,056.78	$2,493,674.59	$2,596,286.10	$2,640,362.50
10% Contingency	*$214,205.68*	*$249,367.46*	*$259,628.61*	*$264,036.25*
Total Proposed Costs:	**$2,356,262.46**	**$2,743,042.05**	**$2,855,914.71**	**$2,904,398.75**

Prepared by: BethanyOwen Date: March 11, 2026

ITB-26-20
February 27, 2026
City of Winter Haven
Tabulation of Bids

Third Street NW -
Complete Street Project - LAP

Description	**Bidder No 5** Cone & Graham, Inc. Tampa, FL	**Bidder No 6** Blacktip Services, Incorporated Celebration, FL	**Bidder No 7** Cathcart Construction Company - Florida, LLC Winter Springs, FL
Roadway	$2,155,470.46	$2,007,172.80	$2,092,500.20
Signing, Pavement and Lighting	$79,435	$87,175.90	$97,872
Lighting	$482,250.60	$620,852	$670,918
Landscape	$118,245.11	$208,382	$149,572
Utilities	$40,398.83	$58,754	$51,400
Subtotal	$2,875,800	$2,982,336.70	$3,062,262.20
10% Contingency	*$287,580*	*$298,233.67*	*$306,226.22*
Total Proposed Costs:	**$3,163,380**	**$3,280,570.37**	**$3,368,488.42**

City of Winter Haven
Financial Services

MARCH 11, 2026

To: All firms submitting bids/proposals

Subject: Recommendation of Award

City of Winter Haven staff has recommended the award of ITB-26-20 Third Street NW Complete Street Project – LAP, to Tucker Paving,Inc. as the lowest responsive/responsible bidder meeting all bid requirements.

If you have any questions, I can be reached via email at procurement@mywinterhaven.com.

Sincerely,
CITY OF WINTER HAVEN

Bethany Owen

Bethany Owen
PROCUREMENT MANAGER

Procurement/Financial Services
500 Third Street
Winter Haven, FL 33881

DATE: March 12, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Public Works Director
Todd Gooding, Assistant Public Works Director
Tyler Williams, Capital Projects and Special Initiatives Manager

SUBJECT: Safe Streets for All (SS4A) Grant Agreement with the Department of Transportation

---

BACKGROUND

In 2024, the City of Winter Haven was notified of awarded grant funding in the amount of $230,000 through the U.S. Department of Transportation's (U.S. DOT) Safe Streets for All (SS4A) grant program to develop a Transportation Safety Action Plan. The purpose of the plan is to identify areas within the City's local transportation network where safety concerns exist and to develop projects and strategies to address those issues. The plan is intended to help prevent roadway injuries and fatalities by improving safety for all users, including motorists, pedestrians, and cyclists.

Once completed, the Safety Action Plan will complement the Florida Department of Transportation (FDOT) Vision Zero Plan, which focuses on the state owned and operated transportation network within the district.

The grant agreement outlines that the grant funds must be spent within five years of the execution of the grant agreement. The grant agreement also requires that the Action Plan developed through grant funding be published on a publicly available website. The finalized Safety Action Plan should be published no later than July 31, 2028.

FINANCIAL IMPACT

The grant award totals $230,000 and requires a 20% local match requirement from a non-federal funding source. The City's annual subscription to Roadway Management Technologies qualifies as the required local match. The grant is administered on a cost-reimbursement basis allowing the City to submit reimbursement requests as work is completed and project milestones are achieved, up to a maximum federal reimbursement of $184,000.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.2 – Take a comprehensive approach to transportation planning and maintenance of transportation assets.
- **Strategy:** 3.2.6 – Create a Safety Action Plan for the City.

RECOMMENDATION

Staff recommends the City Commission approve the Safe Streets and Roads for All (SS4A) Grant Agreement with the U.S. Department of Transportation and authorize the City Manager, or his designee, to execute the same, receive awarded funds for the development of a Transportation Safety Action Plan, and to take any and all actions necessary to obtain reimbursement of the grant funds and comply with the terms of the grant agreement.

ATTACHMENT

- U.S. DOT SS4A Grant Agreement

1. Federal Award No.
693JJ32640416

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

4. Award To
City of Winter Haven
451 Third Street NW
Winter Haven, FL 33881

Unique Entity Id.: PFVYT3KUR5U9
TIN No.: 59-6000453

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 35 Months

7. Total Amount

Federal Share:	$184,000
Recipient Share:	$46,000
Other Federal Funds:	$0
Other Funds:	$0
Total:	$230,000

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
HSA250315PR

11. Federal Funds Obligated
$184,000

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data
15X0174E50.0000.055SR30500.5592000000.4101 0.61006600

14. Description of the Project
The City of Winter Haven will develop a local Comprehensive Safety Action Plan to examine local roads owned by the City.

RECIPIENT

15. Signature of Person Authorized to Sign

_____

Signature Date

Name: T. Michael Stavres

Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

_____

Signature Date

Name: Hector R. Santamaria

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Winter Haven (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Winter Haven City-Wide Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Winter Haven City-Wide Safety Action Plan

Application Date: May 16, 2024

2.2 Award Amount.

SS4A Grant Amount: $184,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative: The City of Winter Haven has embarked on a comprehensive safety initiative intended to reduce traffic-related crashes and injuries. The first major step of this effort will be the development of a Safety Action Plan focused on local roads under the jurisdiction of the City. The Safety Action Plan will analyze crash trends and contributing factors to better understand the problems the City faces and begin to build an implementation plan to reduce fatalities and serious injuries on all City-owned roadways.

The project will be completed in one phase.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	July 31, 2028
Planned SS4A Final Report Date:	September 30, 2028

Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$184,000
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	$46,000
In-Kind Match:	$0
Other Funds:	$0
Total Eligible Project Cost:	$230,000

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Tyler Williams
Capital Projects & Special Initiatives Manager
City of Winter Haven
451 Third Street NW
Winter Haven, FL 33881
863-291-5260
tdwilliams@mywinterhaven.com

4.2 Recipient Key Personnel.

Name	Title or Position
Tyler Williams	Capital Projects & Special Initiatives Manager

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Florida
Agreement Officer's Representative (AOR)
3500 Financial Plaza, Suite 400, Tallahassee, FL 32312
850-553-2200
FHWA.Florida@dot.gov

and

Ebony Pena-Lopez
Florida Division Office Lead Point of Contact
Assistant Transportation Engineer
400 W. Washington Street, Room 4200, Orlando, FL 32801
407-867-6414
ebony.pena-lopez@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.

6.5 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Winter Haven
Baseline Measurement Date: N/A
Baseline Report Date: N/A

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3**	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E
LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. *(Identify the relevant actions from Attachment B in the supporting narrative below.)*
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

A contractor employed on this project will be required to adhere to labor standards outlined in their contract and ensure safe and equitable work conditions. The Project's focus on long-term planning and maintenance will lead to stable employment opportunities in urban planning, engineering, construction, and transportation sectors.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

Not applicable - grant does not require the purchase of information technology or operational technology.

ATTACHMENT G

[RESERVED]

DATE: March 12, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Public Works Director
Todd Gooding, Assistant Public Works Director

SUBJECT: CEI Services for Rail Spur Construction - Task order with Carter Kaye Engineering, LLC

BACKGROUND

On December 9, 2024 the City Commission authorized the City Manager, or his designee, to submit a Job Growth Grant application to the Florida Department of Commerce (DOC), requesting $1,500,000 to facilitate the construction of a rail spur connecting the Winter Haven CSX Intermodal Terminal to the at the time proposed 41-acre Chick-Fil-A (Project Ray) food grade, cold storage facility.

Following review by the Department of Commerce, the grant was awarded and a grant agreement was subsequently executed between the City and the DOC. In conjunction with the grant agreement, a Cooperation Agreement was also executed between the City, Chick-fil-A's subsidiary distribution company Supply Properties II, LLC (CFA) and Tratt Properties, LLC (Tratt) establishing the rights, responsibilities, and obligations of each party associated with the rail spur project.

Pursuant to the Cooperation Agreement, the City is responsible for the design, permitting and construction of the rail spur, and for providing a maximum financial contribution of $100,000 to the project. The DOC grant agreement further requires the City to provide qualified Construction Engineering and Inspection (CEI) services during the construction phase of the project. The CEI services must be performed by a firm other than the firm associated with the Engineer of Record.

Additionally, the Cooperation Agreement and the associated Sidetrack Agreement require final engineering inspection and approval by CSX Transportation (CSXT) personnel prior to acceptance and activation of the completed rail infrastructure. Due to the specialized nature of railroad construction and the CSXT approval requirements, staff determined it was prudent to engage a professional engineering firm with experience in railroad design and inspection services to perform the CEI work.

To fulfill this requirement, staff engaged Carter Kaye Engineering, a firm awarded under the City's Continuing Contract for Project Management Services (RFQ-22-17), to prepare a task order to provide CEI services for the project. The services will provide construction oversight, inspections, and verification testing in accordance with Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, a requirement of the DOC grant agreement.

FINANCIAL IMPACT

The proposed task order with Carter Kaye Engineering for CEI services provides for total compensation in the amount of $243,200.

The City's maximum financial contribution to the project is $100,000. Tratt and CFA are providing interim project financing to the City through a City-accessible drawdown escrow account for project costs incurred beyond the City's required contribution.

All costs associated with construction of the rail spur in excess of the City's $100,000 maximum contribution and the expected $1,500,000 in Department of Commerce Job Growth Grant reimbursement funds are the collective responsibility of Tratt and CFA, as outlined in the cooperative agreement.

STRATEGIC PLAN ALIGNMENT

The procurement of CEI services to facilitate the construction of a rail spur is not specifically defined as a goal or strategy within the Strategic Plan, however, it aligns is most aligned with the Economic Sustainability strategic pillar

RECOMMENDATION

Staff recommends the City Commission approve the task order with Carter Kaye Engineering to perform the required CEI services based on the provided scope of services, and authorize the City Manager, or his designee, to issue a purchase order in the amount of $243,200 to Carter Kaye Engineering for these services and take any further action necessary thereto to construct and delivery the rail spur project.

ATTACHMENTS

- Carter Kaye Engineering – Task Order for Construction Administration Services

REFERENCE DOCUMENTS

- Executed Department of Commerce (DOC) Grant Agreement
- Executed Cooperation Agreement with Tratt and CFA

CITY OF WINTER HAVEN

TASK ORDER

CONSTRUCTION ADMINISTRATION SERVICES

For

WINTER HAVEN RAILROAD EXTENSION PROJECT

Prepared For:

WINTER HAVEN
THE CHAIN OF LAKES CITY

T. Michael Stavres
City Manager
451 Third Street N. W.
Winter Haven, Florida 33881

Prepared By:

CARTER|KAYE
ENGINEERING

137 5TH Street N.W.
Winter Haven, Florida 33881
Tel: (863) 294-6965

February 13, 2026

1.0 BACKGROUND INFORMATION

This Task Order has been prepared within the provisions of the agreement between the City of Winter Haven and Carter and Kaye Engineering, LLC, (CarterKaye) under the RFQ-22-17, the "Project Management Services Agreement", executed on June 14, 2022.

The City of Winter Haven has decided to construct a rail line spur connecting properties to the west of the existing CSX rail line by traversing Intermodal Logistics Park. The project is to be constructed on land owned by Evansville Western Railway which is intended to be under permanent easement to the City of Winter Haven for development of the rail line. The proposed rail line spur will connect into the CSX operated rail line and will be constructed in accordance with CSX specifications. CarterKaye has been authorized to provide construction administration services in support of this project.

2.0 ASSUMPTIONS

The Task Order is based on the following assumptions:

1. This Task Order covers construction administration services for the Winter Haven Railroad Extension Project and is intended to supplement City staff resources by providing construction observation and coordination services as described herein.

2. For purposes of this Task Order, "Work" shall mean the construction activities performed or to be performed by the Contractor in accordance with the approved construction documents, plans, and specifications prepared by others. CarterKaye is not responsible for preparation of such construction documents under this Task Order.

3.0 SCOPE OF SERVICES

To satisfy this Task Order, CarterKaye will perform construction administration services including, but not limited to, the following:

1. Provide scheduled direct observation of rail construction activities for the Work consistent with the assumed site presence described in Section 5.0 and prepare associated observation reports for the City.

2. Observe and document rail welding and related testing activities performed by the Contractor and review available testing documentation for general conformance with contract requirements. CarterKaye's observation does not relieve the Contractor of responsibility for weld quality, testing, or compliance with applicable specifications.

3. Review material installation and construction methods for general conformance with the approved construction documents and applicable specifications. Perform material reviews for conformance with the approved submittals prior to installation.

4. Review Requests for Information (RFIs), material and product submittals, and change proposals submitted by the Contractor and provide recommendations to the City as requested. Perform

a review of product submittals for compliance with the applicable design and agency specifications/standards.

5. Attend and participate in construction meetings as directed by the City.

6. Assist the City with review of Contractor pay applications and supporting documentation for general conformance with contract requirements.

7. Assist in development of a final project punch list and tracking items to resolution.

8. Review Contractor-prepared as-built documentation and assist in coordination of final record documentation, certifications, and warranties as provided by the Contractor. CarterKaye's review shall be limited to general conformance with the approved construction documents and shall not include independent field verification of as-built dimensions or quantities.

9. Provide general coordination support during construction, including documentation of observed field issues and communication with the Contractor as directed by the City. Such coordination shall be advisory in nature and shall not include authority to direct the Contractor's means, methods, sequencing, or performance of the Work.

10. CarterKaye's services are limited to observation and review for general conformance with the approved construction documents. CarterKaye shall not have control over or responsibility for construction means, methods, techniques, sequences, procedures, safety programs, or the Contractor's performance of the Work.

11. CarterKaye makes no warranties, express or implied, regarding the Contractor's performance of the Work or final acceptance of the project by CSX or other regulatory authorities.

12. CarterKaye shall perform its services in accordance with the standard of care ordinarily exercised by design professionals providing similar services under similar circumstances.

4.0 CITY'S RESPONSIBILITIES

The City shall assume the following responsibilities to assist Engineer in the timely and proper completion of its professional services:

1. Designate a City representative with respect to the services to be rendered under this Task Order who will have complete authority to transmit instructions, receive information, and interpret and define City's policies and decisions with respect to CarterKaye's services for this Project.

2. The City shall be responsible for contracting directly with the Contractor and shall retain full authority over construction means, methods, sequencing, safety programs, and enforcement of contract requirements.

3. The City shall coordinate directly with CSX, Evansville Western Railway, and any other rail authorities regarding operational requirements, access permissions, and final approvals not expressly included within CarterKaye's Scope of Services.

4. Promptly advise CarterKaye when the City becomes aware of any defect or deficiency in CarterKaye's services.

5. Furnish CarterKaye with all information as to City requirements, including any special or extraordinary considerations for the Project, and make available existing pertinent data as identified in the Scope of Services as necessary (maps, as-built drawings, traffic data, title work, etc.)

6. Provide property access, use, and owner coordination requirements.

5.0 ENGINEER'S COMPENSATION

The total compensation for the services described herein is $243,200, based upon the anticipated construction duration and estimated level of effort required to provide on-site observation, reporting, coordination, and project closeout services as described in the Scope of Services. Observation services outside of the assumed schedule, including weekend work, extended daily hours, acceleration, remobilization, or contractor-caused delays, shall be considered Additional Services and subject to written authorization prior to performance.

This fee is based on an assumed construction duration from February 23, 2026, through June 30, 2026, with scheduled construction observation of eight (8) hours per day, Monday through Friday (forty (40) hours per week).

1. Should the construction duration extend beyond the anticipated schedule, or should additional onsite days be required beyond the assumed level of effort, additional services may be required and will be authorized in writing prior to performance.

2. Any services performed by CarterKaye for this Project which are not specifically included in the above Scope of Services are Additional Services and will be billed in addition to the above-stated fixed fee in accordance with the attached Rates Schedule and Direct Expenses/Reimbursable Costs.

3. Any required certifications will be based upon review of Contractor-provided documentation and observation of the Work for general conformance with the approved construction documents.

4. Payment of impact fees, permit application fees, soils testing, structural engineering, geotechnical services, legal descriptions, ecological consultants, and other costs not included within the Scope of Services are the City's responsibilities.

6.0 OTHER MATTERS

1. The provisions of the RFQ-22-17 Project Management Services Agreement executed June 14, 2022, including the Schedule of Hourly Rates and Standard General Conditions, shall apply to this Task Order as applicable.

2. PURSUANT TO 558.0035 F.S., AN AGENT OR INDIVIDUAL EMPLOYEE MAY NOT BE INDIVIDUALLY HELD LIABLE FOR NEGLIGENCE.

3. In the performance of its work, CarterKaye will rely on readily available and historic information (plans, as-built drawings, manuals, specifications, reports, etc.) provided by the City and by others without research to verify the accuracy of said information. Research associated with or independent verification of the accuracy of information provided by others is not included in this Task Order.

4. Attachment A applies only to Additional Services authorized under this Task Order.

CARTER|KAYE ENGINEERING

137 5th Street NW
Winter Haven FL 33881
T: (863) 294-6965
www.carterkaye.com

CARTER AND KAYE ENGINEERING, LLC

CURRENT HOURLY RATE SCHEDULE

1.	Principal Engineer - Expert Witness	$285.00
2.	Principal Engineer - Attend Public Hearings	$225.00
3.	Principal Engineer	$210.00
4.	Principal Architect	$270.00
5.	Staff Architect	$195.00
6.	Registered Project Engineer	$195.00
7.	Registered Engineer	$180.00
8.	Project Manager/Engineer V	$130.00
9.	Project Manager/Engineer IV	$125.00
10.	Project Manager/Engineer III	$105.00
11.	Project Manager/Engineer II	$100.00
12.	Project Manager/Engineer I	$ 90.00
13.	Project Coordinator	$ 90.00
14.	Administrative Assistant/Clerical	$ 85.00
15.	Engineering Designer III	$125.00
16.	Engineering Designer II	$120.00
17.	Engineering Designer I	$100.00

DIRECT EXPENSES

1.	24”x36” BW Bond Plans	$ 2.50/printed side
2.	24”x36” Color Bond Plans	$ 3.50/printed side or Actual Cost
3.	Letter Copy Machine	$ 0.20/BW printed side
4.	Letter Copy Machine	$ 1.50/Color printed side
5.	BW Plotter Prints/Plans	$10.00/printed side
6.	Color Plotter Prints/Plans	$15.00/printed side
7.	Shipping/FEDERAL EXPRESS/POSTAGE	Based on Weight/Actual Cost
8.	MILEAGE	$ 0.675/mile (or IRS Rate)
9.	MYLAR B&W	$ 15.00/Sheet

All direct expenses such as application fees, printing and copy costs, long distance phone calls, or travel expenses shall be paid for by the owner. Any specialty professional service fees such as boundary/ topographical surveying, soil exploration, environmental, or traffic studies may be directly contracted by the CLIENT. If these type services are subcontracted through CarterKaye, a 15% surcharge may be applied and a retainer may be required.

One and one half (1-1/2%) percent interest per month will be applied to unpaid balances. Cost accrued as a result of collecting delinquent balances such as attorney fees will be paid by the clients.

In cases where overtime work is required by the client and performed by hourly paid employees, it will be billed at a rate of one and one-half (1 1/2) times the standard hourly rates. Overtime is time worked on the weekends and time worked between 5:30 pm to 7:30 am Monday through Thursday, and after 12 pm on Friday.

Effective January 1st of each year, rates and expenses will be revised annually based on local consumer price index adjustments.

REVISED: 12/30/2024

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the **City of Winter Haven, Florida** ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, Pursuant to section 288.101, Florida Statutes ("F.S.") Grantee submitted a proposal for funds.

WHEREAS, based on Grantee's submitted proposal and any amendments thereto (collectively, the "Proposal"), Commerce has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the "Project") is necessary to facilitate the economic development and growth of the State.

WHEREAS, Commerce has determined that Grantee's commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the "Grant Fund") pursuant to section 288.101, F.S.

WHEREAS, Commerce is authorized to enter into this Agreement pursuant to section 288.101, F.S. Grantee has authorized its officers to execute this Agreement on Grantee's behalf by Resolution or, alternatively, by other Commerce-approved form of official authorization, a copy of which is attached as Exhibit D and made a part of this Agreement.

WHEREAS, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
  - **Exhibit 1 to Exhibit B: Funding Resources**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Grantee's Resolution**
- **Exhibit E: Notice of Completion and Engineer's Certification of Compliance**
- **Exhibit F: State and Federal Statutes, Regulations, and Policies**

WHEREAS, this Agreement and its Exhibits are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency.

NOW, THEREFORE, incorporating by reference the foregoing recitals, which are an integral part of this Agreement, and for and in consideration of the agreements, covenants and obligations set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. **TERM.** This Agreement is effective as of July 17, 2025 ("Effective Date") and shall continue until the earlier to occur of: (a) December 31, 2039 ("Expiration Date")

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

unless an extension of the time period is requested by Grantee and granted in writing by Commerce prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by Commerce in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

2. PERFORMANCE REQUIREMENTS: Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. TYPE OF AGREEMENT: This Agreement is a ***cost reimbursement*** agreement.

4. RELEASE OF FUNDS: Commerce shall pay Grantee up to **One Million, Five Hundred Thousand Dollars and Zero Cents ($1,500,000.00)** in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with section 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce. Grantee shall not use funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. Commerce has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and Commerce may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if Commerce determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs that exceed the payment amount provided by Commerce.

5. PAYMENTS TO GRANTEE:

a. Grantee shall provide Commerce's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to Commerce's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

c. Payment shall be made in accordance with section 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Grantee due to preparation errors will result in a delay of payment. Commerce is responsible for all payments under this Agreement.

d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN**: In accordance with section 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

g. If Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is in a fiscally constrained county, as defined in section 218.67(1).

If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. Commerce shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters, or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. Commerce shall not pay Grantee until Commerce: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee must meet all requirements listed in Exhibit A, SCOPE OF WORK, and complete them by the specified deadline to fulfill the terms of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, Commerce shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through Commerce shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

7. REPRESENTATIONS AND WARRANTIES. Grantee hereby makes the following representations and warranties to Commerce, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Commerce to enter into this Agreement, and in reliance on which Commerce has entered into this Agreement, as of the Effective Date, the dates on

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon Commerce's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in section 287.133, F.S.) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in section 287.134, F.S.). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money, or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change, or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials. Grantee must keep Commerce informed continuously throughout the duration of this Agreement. This duty must be performed promptly.

d. Commerce shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Commerce's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to Commerce in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading. If it is later discovered a material misstatement or omission was made, Grantee shall immediately inform Commerce.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should a transfer of venue be necessary, Grantee agrees to pay all costs associated with the transfer. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is following the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. Commerce shall ensure compliance with sections 11.062 and 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Commerce's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of section 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

e. Public Entity Crime: Grantee is aware of and understands the provisions of section 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two ($35,000 in 2023) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to Commerce if Grantee, or any of Grantee's affiliates, as defined in section 287.133(1)(a), F.S., is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

g. Disclosure of Sponsorship: As required by section 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) Vendors on Scrutinized Companies Lists: Grantee is aware of and understands the provisions of section 287.134(2)(a), F.S. As required by section 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

a) Pursuant to section 287.135(5), F.S., Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If Commerce determines that Grantee has submitted a false certification, Commerce will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce may bring a civil action against Grantee. If Commerce's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of Commerce's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Grantee shall disclose to Commerce if it or any of its affiliates, as defined by section 287.134(1)(a), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) Information Release:

a) Grantee shall keep and maintain public records required by Commerce to perform Grantee's responsibilities hereunder. Grantee shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from the Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

b) If Commerce does not possess a record requested through a public records request, Commerce shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If Grantee does

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.

c) Grantee acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to Commerce under this Agreement may constitute public records under Florida Statutes. Grantee must cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be clearly marked and specifically identified as such by Grantee prior to submittal to Commerce. Failure to clearly mark and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Grantee does not transfer the records to Commerce upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify Commerce of the receipt and content of such request by sending an e-mail to PRRequest@Commerce.fl.gov within one business day from receipt of such request.

g) Grantee shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Grantee shall cooperate with Commerce in taking all steps as Commerce deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of section 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

b) Grantee shall refund to Commerce any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to Commerce all funds paid exceeding the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

7) **Section 288.101, F.S.:** Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of section 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. FINAL INVOICE: Grantee shall submit the final invoice for payment to Commerce no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole and absolute discretion, may refuse to honor any requests submitted after this time and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. RECOUPMENT OF FUNDS:

a. Grantee shall refund to Commerce any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to Commerce such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if Commerce first discovers an overpayment, Commerce shall notify Grantee in writing, and Grantee shall repay to Commerce each such overpayment no later than 30 calendar days after receiving Commerce's notification. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Commerce may charge interest at the highest lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. Commerce is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if Commerce imposes financial consequences on Grantee pursuant to the terms of this Agreement, Commerce has the right to recoup all resulting cost, monetary loss and/or funds owed to Commerce or the State, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to Commerce or the State arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay Commerce in full such cost, loss, and/or funds owed to Commerce or the State with non-State funds within 30 calendar days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe. Commerce, in Commerce's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to Commerce or the State under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds Commerce provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Commerce's request, Grantee shall cooperate with Commerce to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@Commerce.fl.gov. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Grantee.

g. Grantee shall: (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. Commerce may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

   i. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

   ii. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

c. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

consent may be withheld in Commerce's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. Commerce will always be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If Commerce approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend Commerce against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, and agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all Commerce security and administrative requirements detailed herein. Commerce may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. Commerce may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, Commerce may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of Commerce.

e. In accordance with section 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving Commerce's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

f. Grantee shall provide to Commerce a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.) Notwithstanding the terms "equipment" and "fixtures" in the definition of "nonexpendable property" cited above, Commerce and the Grantee agree that rail spur components, once placed, become affixed to real property and legally a part thereof and such components, once placed, do not constitute nonexpendable property. Further Commerce and Grantee agree that this provision does not apply to interests in real property

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without Commerce's written permission; provided further that Grantee shall always follow Commerce's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in Commerce and said property shall be transferred to Commerce upon completion or termination of this Agreement unless otherwise authorized in writing by Commerce.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, as defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

18. INSURANCE: Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., then pursuant to section 768.28(19), F.S., neither Party provides insurance for the other. Grantee will require all of its contractors to provide insurance to Commerce as set forth below and all insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide Commerce with written verification from Grantee's contractor/subcontractor/consultant/subconsultant of the existence and amount for each type of applicable insurance coverage. The insurance policy must name Commerce as an additional insured and identify Commerce's Agreement Number. Within 30 calendar days of the Grantee's retention of a contractor/subcontractor/consultant/subconsultant, Grantee shall furnish Commerce with proof of applicable insurance coverage obtained by Grantee's contractor/subcontractor/consultant/subconsultant by standard ACORD form certificates of insurance. If any applicable coverage is cancelled for any reason, Grantee's contractor/subcontractor/consultant/subconsultant shall be contractually required to immediately notify Commerce of such cancellation and must obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

b. Commerce shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's contractor/subcontractor/consultant/subconsultant's sole responsibility. Grantee's contractor/subcontractor/consultant/subconsultant shall obtain the following types of insurance policies.

1) Commercial General Liability Insurance: Grantee's contractor/subcontractor/consultant/subconsultant shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

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. Grantee's contractor/subcontractor/consultant/subconsultant shall cause Commerce 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 Commerce as an Additional Insured shall be primary and non-contributory 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. Grantee's contractor/subcontractor/consultant/subconsultant shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, Commerce shall be provided with an ACORD Certificate of Liability Insurance and the applicable endorsement(s) reflecting the coverage described herein. Commerce 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. Commerce'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 Commerce may have.

2) Workers' Compensation and Employer's Liability Insurance: Grantee's contractor/subcontractor/consultant/subconsultant, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work. If subletting any of the work, ensure that the subcontractor(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 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.

3) Other Insurance: During the term of this Agreement, Grantee's contractor/subcontractor/consultant/subconsultant shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, chapter 119, F.S., and other applicable state and federal laws must govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees while performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with State and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. When Grantee has access to Commerce's network and/or applications, to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, at Grantee's sole expense, but only after receipt of Commerce's written approval of the contents of the notice. If requested by Commerce, Grantee will include credit monitoring services at Grantee's sole expense for those individuals affected or potentially affected by a breach of security for a two-year period following the breach. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in section 501.171, (1)(a), F.S. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or because of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with section 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with section 1004.23(6), F.S.

22. INDEPENDENT CONTRACTOR STATUS: In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is always acting and performing as an independent contractor. Commerce shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, and assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind Commerce unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment because of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by Commerce in Exhibit A, SCOPE OF WORK, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. Commerce shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

23. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. MODIFICATION: If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties be enforceable.

25. TIME IS OF THE ESSENCE: Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

26. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. TERMINATION: Commerce may terminate this Agreement if:

a. Commerce determines in its sole and absolute discretion that it is in the State's interest to do so;

b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;

c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;

d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24-hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;

e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for 60 calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to pay its debts as they become due, admits in writing its inability to pay its debts, fails generally to pay its debts as they become due, or if any writ or warrant of attachment or execution or similar process is issued or levied against all of any significant part of Grantee's property, or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by Commerce of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

h. Notwithstanding anything in this Agreement to the contrary, if Grantee meets Commerce's Return on Investment requirement outlined in **Exhibit A Scope of Work**, Grantee and Commerce may agree to terminate this Agreement early.

i. Notwithstanding anything in this Agreement to the contrary, if Commerce exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within 30 calendar days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as Commerce specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. DISPUTE RESOLUTION: Unless otherwise stated in Exhibit A, SCOPE OF WORK, Commerce shall decide disputes concerning the performance of this Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

29. INDEMNIFICATION: Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., and pursuant to section 768.28(19), F.S., neither Party provides indemnification or assumes any liability for the other Party for the other Party's negligence. Nothing herein is intended to waive the sovereign immunity of Commerce or the Grantee, regardless of whether any obligation, claim, or cause of action is based on, or sounds in, tort, contract, strict liability, negligence, products liability, or otherwise, and any obligation of Commerce and its officers, employees, and agents, and the Grantee and its elected officials, officers, employees and agents, shall be limited in the same manner that would apply if the obligation was based on, or arose out of, an action at law to recover damages in tort and was subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract. However, the Grantee will require all of its contractors, consultants, subcontractors, and subconsultants to provide indemnification as set forth.

a. Grantee's contractors, subcontractors, consultants, and subconsultants shall be fully liable for the actions of their agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee's contractor/subcontractor/consultant/subconsultant, its agents, employees, partners, or subcontractors; provided, however, that Grantee's contractors, subcontractors, consultants, and subconsultants shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages caused exclusively by Commerce of the State's negligent act or omission.

b. Further, Grantee's contractors, subcontractors, consultants, and subconsultants shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's contractor's/subcontractor's/consultant's/subconsultant's products or Commerce's operation or use of Grantee's contractor's/subcontractor's/consultant's/subconsultant's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's contractor's/subcontractor's/consultant's/subconsultant's opinion is likely to become the subject of such a suit, Grantee's contractor/subcontractor/consultant/subconsultant may, at Grantee's contractor's/subcontractor's/consultant's/subconsultant's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee's contractor/subcontractor/consultant/subconsultant is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee's contractor/subcontractor/consultant/subconsultant shall remove the product and refund Commerce the amounts paid more than a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

c. The obligations of Grantee's contractors, subcontractors, consultants, and subconsultants under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee's contractor/subcontractor/consultant/subconsultant (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the contractor's/subcontractor's/consultant's/subconsultant's sole expense, and (3) assistance in defending the action at Grantee's contractor's/subcontractor's/consultant's/subconsultant's sole expense.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify, defend, and hold Commerce harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to Commerce for reimbursement for costs under this Agreement where Commerce is imposing the financial consequences stated herein.

e. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Commerce and all of its officers, agents, and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due in part or whole to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."]

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of $300,000 or two times the total dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, Commerce shall not be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if Commerce has been advised that such damages are possible. Commerce shall not be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State or Commerce may set off any liability or other obligation of Grantee or its affiliates to the State or Commerce against any payments due Grantee under any Agreement with the State or Commerce.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to mitigate the resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing timely notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing Commerce in Commerce's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of Commerce. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE'S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions Commerce provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, or any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. Commerce may,

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given: (i) when personal.y delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee's Payee:	**Grantee's Agreement Manager:**
City of Winter Haven, Florida	Eric Labbe
Post Office Box 2277	451 Third St. NW
Winter Haven, FL 33883	Winter Haven, FL 33881
Phone: (863) 291-5600	863.291.5600
FEIN:59-6000453	
mstavres@mywinterhaven.com	elabbe@mywinterhaven.com

Commerce's Agreement Manager:

Gary Cooper
107 E. Madison St. MSC-80
Tallahassee, FL 32399
850-717-8970
Gary.Cooper@Commerce.fl.gov

The remainder of this page has been intentionally left blank.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and, in the exhibits, attached hereto and incorporated herein, the Parties' duly authorized officials sign this Agreement.

	FLORIDA DEPARTMENT OF COMMERCE	**CITY OF WINTER HAVEN, FLORIDA**
By	J. Alex Kelly Signature	T. Michael Stavres Signature
Title	**J. Alex Kelly** **Secretary**	**T. Michael Stavres** **City Manager**
Date	1/21/2026	1.12.2026

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: Bradley Dillon

Approved Date: 1/21/2026

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Exhibit A
SCOPE OF WORK

1. **PROJECT DESCRIPTION:** Section 288.101, F.S., established the Florida Job Growth Grant Fund (the "Program") to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded **$1,500,000.00** for the construction of a new, 4,500-foot rail spur within the Central Florida Intermodal Logistics Center (CFILC). The project will include the design and construction of the rail spur and turnout/switch and will provide rail access to approximately 350 acres of industrial land within the CFILC. The new rail spur will benefit the logistics industry, including refrigerated warehousing and storage, and is expected to create at least 200 new, well-paying jobs. Prior to the commencement of construction, the Grantee must secure an appropriate easement or other equivalent property interest, subject to Commerce's review and approval to ensure significant public benefit and access for rail spur users.

2. **GRANTEE'S RESPONSIBILITIES**:

a. **COMMENCEMENT AND TIMELINE.**

1) The Parties' execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.
Commerce shall not reimburse Grantee for any work performed prior to July 17, 2025, unless Commerce expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:
- Provide to Commerce's Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and
- Request from Commerce's Agreement Manager a Notice to Proceed.
Commerce shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3) Work on the Project shall commence on or before March 15, 2026, (the "Commencement Date"), unless terminated earlier. Commerce shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date and provide evidence of the same to Commerce upon Commerce's request to Commerce's satisfaction. If construction in connection with the Project does not commence within two (2) years of the Effective Date, Commerce may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2026, (the "Expend by Date") shall be forfeited and shall revert to Commerce. For the purposes of this Agreement, expended means when funds have cleared the Grantee's banking institution.

b. **DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS.**

1) Grantee shall undertake or procure the design, construction, and Consultant Construction Engineering Inspection ("CCEI") or Construction Manager at Risk ("CMAR") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to Commerce that Grantee's design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to Commerce certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to Commerce on or before the Commencement Date, Commerce may, in its sole and absolute discretion, terminate this Agreement.

3) Grantee shall provide to Commerce its written notification of either its intent to:

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable State and federal statutes, rules, and regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or

b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by Commerce, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.

4) If the Project is procured pursuant to chapter 255, F.S., for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of sections 255.0991 and 255.0992, F.S.

5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.

6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.

7) Grantee shall hire a qualified CCEI or CMAR to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the current Florida Department of Transportation's Standard Specifications for Road and Bridge Construction ("Standard Specifications"), as amended from time to time. Commerce shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI or CMAR firm may not be the same firm as that of the Engineer of Record for the Project.

8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with section 337.18(1), F.S. and as set forth in the Standard Specifications.

9) Grantee shall require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement insurance as set forth in section 18 of the Agreement. Grantee shall cause its contractor to provide the greater of the insurance coverage as set forth in section 18 of the Agreement or insurance coverage in accordance with Section 7-13 of the Standard Specifications.

10) Grantee shall require Grantee's contractor to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, the Standard Specifications, and that it meets any other applicable standards.

11) Grantee must expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the funds for mitigation, the installation or relocation of utilities, for any legal action against the State or Commerce, or costs associated with preparation of the Proposal.

12) Upon completion of the work authorized by this Agreement, Grantee shall notify Commerce in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit E. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from Commerce in advance of the deviation being constructed.

13) Upon completion of the Project, Grantee shall be responsible for maintenance of the facilities that are constructed under this Agreement for so long as it owns an interest in the real property on which the Project is situated. If Grantee conveys its interest in the real property on which the Project is situated, Grantee shall require the receiving party, together with its heirs and assigns, to undertake all future maintenance of facilities required by this Agreement The terms of this provision shall survive the termination of this Agreement and may be enforced by Commerce.

c. **RETURN ON INVESTMENT**. Grantee's failure to meet the Return-on-Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least $100,000,000 has been made and paid for by private businesses at the location of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the 10 year anniversary of the Expend by Date falls (such date, the "Capital Investment Date").

2) Grantee shall certify that at least 200 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Expend by Date falls (such date, the "Job Creation Date").

d. **COMPLETION OF CONSTRUCTION:** Grantee shall:
   a. Obtain all City and State permits required
   b. Complete design and engineering plans
   c. Clear all vegetation necessary to install rail spur
   d. Installation of a new, 4,500-foot rail spur

3. COMMERCE'S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Grantee.

4. DELIVERABLES: Grantee shall provide the following services as specified:

Deliverable No. 1:		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Complete design and engineering plans in accordance with Sections 2.b and 2.d of this Scope of Work.	Complete design and engineering plans in accordance with Sections 2.b and 2.d of this Scope of Work, evidenced by submission to FloridaCommerce's Agreement Manager of copies (in digital or hard copy format) of final design and engineering plans.	Failure to meet the minimum level of service by December 31, 2025, shall result in non-payment.
		DELIVERABLE NOT TO EXCEED: $25,000.00
Deliverable No. 2:		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Complete installation of rail spur in accordance with Sections 2.b and 2.d of this Scope of Work.	Completion of the installation of the rail spur as detailed in sections 2.b and 2.d of the Scope of Work. Grantee may be allowed reimbursement upon completion of construction activities in accordance with sections 2.b and 2.d of this Scope of Work in the following increments: 10% 20% 30% 40% 50% 60% 70% 80% 90%, and 100%. Progress shall be evidenced by submission of the following documentation: 1. Completed AIA Forms G702 and G703, singed by a licensed	Failure to meet the minimum level of service by June 30, 2026, shall result in non-payment.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

	professional certifying to the percentage of project completion. 2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	
		DELIVERABLE NOT TO EXCEED: $1,475,000.00
		TOTAL AMOUNT NOT TO EXCEED $1,500,000.00

Cost Shifting: deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%)** of each deliverable total funding amount. Changes that exceed **ten percent (10%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24., of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

5. Financial Consequences: The following financial consequences apply under the following circumstances:

a. RETURN ON INVESTMENT. If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then Commerce may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then Commerce may demand, and Grantee must repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then Commerce will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. Commerce has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If Commerce makes such a demand for repayment, Grantee shall remit funds to Commerce within 24 months of such demand. In addition to any other remedies available to Commerce, in the event that Grantee fails to remit such funds to Commerce within 24 months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. Commerce will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. Commerce shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate financial consequences imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.

b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and Commerce shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for $100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for $90,000, and the remaining $10,000 will be withheld.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), Commerce hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Job Creation Date, and the Capital Investment Date by 12 months. In the event that Grantee exercises the Option, within 10 business days of exercising the Option, Grantee shall pay to Commerce a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to Commerce written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon Commerce's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

6. REPORTING:

a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and 4. Reporting is due quarterly until expiration date, or Grantee meets full completion of the ROI defined in Section 2.c, whichever comes first. Full completion of section 2.c enacts an administrative close out. Quarterly reports are due to Commerce no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of Project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.

b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

c. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

d. Follow-up Reports: By no later than January 31st of the year immediately following the year on which the 10 year anniversary of the Expend by Date falls, Grantee shall provide Commerce with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of section 215.971(1), F.S., and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf).

a. Grantee shall provide one invoice per _month_ for all services rendered during the applicable period of time.

b. The following documents shall be submitted with the itemized invoice:

1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the Project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4,

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D
Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement;

2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the Project, or a quantifiable portion of the Project, is complete;
4) Photographs of the project in progress and completed work;
5) A copy of all supporting documentation for vendor payments;
6) A copy of the cancelled check(s) specific to the Project; and
7) A copy of the bank statement that includes the cancelled check.

c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and as specified above in Section 4, DELIVERABLES, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's rights under this Agreement, at law, or in equity, including but not limited to, Commerce's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

The Parties acknowledge and agree that the remedies set forth in Sections 4 and 5 of this Scope of Work constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by Commerce would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each Party further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that Commerce will suffer or incur as a result of any such breach and is not a penalty. **Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are a penalty, excessive, or punitive**. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions Commerce would not enter into this Agreement and therefore the Agreement will be treated as void ab initio if the financial consequences or liquidated damages are invalidated.

9. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud, or criminal activities to Commerce's Agreement Manager in writing within 24 hours.

10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by Commerce; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment. This provision does not apply in the event of termination by mutual agreement pursuant to Section 27 h. of this Agreement.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D
Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

11. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. DISPOSITION OF PROJECT PROPERTY:

a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

b. Grantee shall provide a 90-calendar day advance written notification to Commerce, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement's property or modify the use of this Agreement's property from the purposes authorized herein. If either of these situations arise, Commerce shall have the right, in Commerce's sole discretion, to demand that Grantee reimburse Commerce for part or all the funding provided to Grantee under this Agreement.

c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

    1) Grantee is authorized to retain ownership of the improvements to real property so long as: the real property subject to the improvements is used for the purposes provided in this Agreement.

13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:

a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created because of the Project.

    1) New Job – means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, created because of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment because of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).

    2) Retained Jobs – Retained Jobs are jobs that would have been eliminated or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

3) Leased Employees – Leased employees may be counted toward Grantee's jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee's job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with a FEIN) generally do not qualify as New Jobs as they relate to the "fee-for-service" arrangement described below. Employees of a business that has entered a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers' employees are generally not considered "New Jobs" include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.

b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.

1) Monthly Head count of Salaried Project Jobs: For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.

2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours *(1,820 hours per year divided by 12 months)* to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 *(35 hours x 52 weeks)* to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.

3) New Job Calculation – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.

c. **Determination of Capital Investment.** Commerce accepts as capital investment so-called "hard" costs (such as construction and renovations of buildings, and acquisition of equipment) and "soft" costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

End of Exhibit A (SCOPE OF WORK

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Exhibit B

AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Exhibit B.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR 200.90, 200.64, and 200.70.

1. A recipient that expends $1,000,000.00 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000.00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $1,000,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $1,000,000.00 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, 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

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $1,000,000.00 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $1,000,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A"

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@Commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred): mailto:Audit@Commerce.fl.gov	or	Paper (hard copy): Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request without cost. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Remainder of Page Intentionally Left Blank

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

EXHIBIT 1 to Exhibit B

FUNDING RESOURCES

FEDERAL RESOURCES AWARDED TO THE GRANTEE, AS REFERRED TO IN THIS EXHIBIT 1 TO EXHIBIT B AS SUBRECIPIENT, PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	N/A
Assistance Listing Title	N/A
Assistance Listing Number	N/A
Award Amount	**N/A**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. Commerce will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through Commerce's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:
Federal Program: **N/A**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency	Florida Department of Commerce

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Catalog of State Financial Assistance Title	Economic Development Tax Refund, Tax Credit, and Grant Program.
Catalog of State Financial Assistance Number	40.043
Award Amount	**$1,500,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Title 45 CFR 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

Remainder of Page Intentionally Left Blank

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____ Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $1,000,000.00 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $1,000,000.00 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

EXHIBIT D

INTENTIONALLY LEFT BLANK

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D
Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

EXHIBIT E

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT
Between
THE FLORIDA DEPARTMENT OF COMMERCE
and _____

PROJECT DESCRIPTION:
_____

Commerce Agreement No.
_____

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____ _____, 20___.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned Engineer of Record certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, Grantee shall furnish Commerce a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D
Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Exhibit F

STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
   a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
   b. Universal Identifier and System for Award Management (SAM), 2 CFR 25, pursuant to which the award term set forth in Appendix A to 2 CFR 25 is hereby incorporated by reference.
   c. Reporting Subaward and Executive Compensation Information, 2 CFR 170, pursuant to which the award term set forth in Appendix A to 2 CFR 170 is hereby incorporated by reference.
   d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR 180, subpart B) that the award is subject to 2 CFR 180 and Treasury's implementing regulation at 31 CFR 19.
   e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR 200, Appendix XII to Part 200 is hereby incorporated by reference.
   f. Requirements for Drug-Free Workplace, 31 CFR 20.
   g. New Restrictions on Lobbying, 31 CFR 21.
   h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
   i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
   b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200;
   c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
   d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
   e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
   f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

5. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
7. Disclaimer.
   a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
8. Protections for Whistleblowers.
   a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
   b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

Remainder of Page Intentionally Left Blank

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this "**Cooperation Agreement**") is made and entered into this 12th day of January, 2026 ("**Effective Date**"), by and among **TRATT PROPERTIES, LLC**, an Arizona limited liability company ("**Tratt**"), **CENTRAL FLORIDA INTERMODAL LOGISTICS CENTER PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Association**"), **SUPPLY PROPERTIES II, LLC**, a Georgia limited liability company ("**CFA**"), **THE CITY OF WINTER HAVEN, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (the "**City**"), and **FIRST AMERICAN TITLE INSURANCE COMPANY** ("**Escrow Agent**"). Tratt, the Association, CFA, and the City are sometimes referred to herein collectively as the "**Parties**", or individually as a "**Party**".

RECITALS

A. The City has obtained a funding commitment from the State of Florida Department of Commerce ("**Commerce**") by way of the Florida Job Growth Grant Fund in the amount of $1,500,000.00 (the "**Grant**") to offset a portion of the cost of the development and construction of the extension of the existing rail line (the "**Rail Extension**") located on Polk County Parcel Identification Number 262926-000000-014010 (the "**EWR Tract**") owned by Evansville Western Railway, Inc., a Delaware corporation ("**EWR**"), across a parcel owned by EWR identified as Polk County Parcel Identification Number 26-29-27-000000-011000 (the "**EWR Easement Parcel**") pursuant to an easement granted by EWR to the City (to be held during the construction of the Rail Extension) and to be assigned after the completion of the construction of the Rail Extension by the City to the Association (the "**EWR Easement**"), in a location reflected more particularly on **Exhibit A** attached hereto and incorporated herein by reference, to the boundary of the Central Florida Intermodal Logistics Park (the "**ILP**") and the boundary line of the property owned by CFA as more particularly described on **Exhibit B** attached hereto (the "**CFA Property**").

B. The City and Commerce have entered into a grant agreement (the "**Grant Agreement**") that governs the disbursement of the Grant and addresses the various rights and obligations of Commerce, the City, and successor owners of EWR Easement rights, all with respect to the development, construction, and operation of the Rail Extension, and the return on investment required in connection with the Grant (the "**Return on Investment Requirement**").

C. This Cooperation Agreement is, and the Parties are, subject to and governed by the provisions of the Grant Agreement as it relates to the Grant, the development, construction, and operation of the Rail Extension, and the Return on Investment Requirement. In the event of any conflict between the provisions of this Cooperation Agreement and the Grant Agreement, the Parties hereto agree that the provisions of the Grant Agreement shall prevail.

D. The specified public purpose of the Grant is to provide rail access for members of the public with sufficient property rights within the approximately three hundred and fifty (350) acre ILP industrial park.

E. As grantee, the City shall be responsible for the design, permitting and construction of the Rail Extension through engineers, contractors and others who are engaged by the City to

complete the Rail Extension in accordance with the terms, conditions, and requirements of the Grant Agreement. The Parties agree to cooperate with each other by providing funding for completion of the Rail Extension pursuant to the terms, conditions, and requirements of this Cooperation Agreement.

F. The City shall not be responsible for the payment of any Rail Extension Costs (as hereinafter defined) in excess of the City Maximum Contribution (as hereinafter defined). Likewise, the City shall not be responsible for any increase in the Budget in excess of the City Maximum Contribution. The City shall only be required to apply the City Maximum Contribution towards the authorized costs for the Rail Extension together with any and all Grant Funds (as hereinafter defined) received pursuant to the provisions of the Grant Agreement and held pursuant to this Cooperation Agreement. Tratt and CFA shall be responsible for all Rail Extension Costs, including any increase of the Rail Extension scope of work or Budget, in excess of the sum of the Grant Funds and the City Maximum Contribution, all in accordance with the provisions of this Cooperation Agreement.

G. The Association is responsible, pursuant to the provisions of the Amended and Restated Declaration of Covenants, Restrictions, and Easements of Central Florida Integrated Logistics Park recorded on March 3, 2022, in Official Records Book 12143, Page 2235, public records of Polk County, Florida (the "**Declaration**") for the care, maintenance, repair and replacement of Amenities (as defined in the Declaration) within the ILP.

H. After construction of the Rail Extension by the City, the City shall execute a bill of sale of the Rail Extension assets and a written assignment (in recordable form) of the EWR Easement, and the Grant Agreement, if assignable (collectively, the "**Assignment Documents**"), in favor of the Association (the "**Assignment**") on forms acceptable to the City and Commerce.

I. Pursuant to that certain sidetrack agreement (the "**Sidetrack Agreement**"), a copy of which is attached hereto and incorporated herein by reference as **Exhibit C**, by and between CSX Transportation, Inc., a Virginia corporation ("**CSX**") and the Association that governs, among other things, the construction of the Rail Extension, the Association shall, at such time that the Rail Extension is complete and the EWR Easement and Grant Agreement, if assignable, have been assigned to the Association, inspect, maintain, repair and replace the Rail Extension on the EWR Easement Parcel as a Common Area (as defined in the Declaration) for the use and benefit of some or all of the Members of the Association, including, without limitation, CFA.

J. EWR, as seller, and **WHIP 6 QOZB, LLC**, a Wyoming limited liability company, an affiliate of Tratt ("**WHIP 6**"), as purchaser, entered into that certain Purchase and Sale Agreement (Easement) (the "**Easement PSA**"), pursuant to which EWR agreed to sell and grant, and WHIP 6 agreed to purchase (with the right, at the election of WHIP 6, to instruct EWR to convey the EWR Easement to the City at Closing) the EWR Easement. WHIP 6 and the City have agreed that WHIP 6 will instruct EWR to convey the EWR Easement to the City as the "grantee" of the EWR Easement, without cost to the City.

K. The Parties desire to enter into this Cooperation Agreement to, among other things, set forth an agreement regarding the location of the Rail Extension, the public selection of a contractor to complete the Rail Extension, the respective obligations of the Parties with respect to the Design Contract (as hereinafter defined) and Construction Contract (as hereinafter

defined) for the Rail Extension, the payment of the costs for the planning and construction of the Rail Extension, the schedule to complete the Rail Extension, the completion criteria for the Rail Extension, the respective obligations of the Parties with respect to the inspection, maintenance, repair and replacement of the Rail Extension, and the allowance for an additional spur from the Rail Extension that will serve other parcels within the ILP.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained in this Cooperation Agreement and other good and valuable considerations, the Parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by the Parties and the Escrow Agent as true and correct statements which form the factual and material basis for entry into this Cooperation Agreement.

2. Key Definitions.

a. "**Rail Extension Work**" means the scope of construction work required to fully complete and deliver the Rail Extension project as set forth on the Conceptual Plans (hereinafter defined) and all as more particularly described in the Sidetrack Agreement.

b. "**Rail Extension Costs**" means the total expenditures required to fully complete Rail Extension Work on the Rail Extension project.

c. "**Substantial Completion**" means the time at which Rail Extension Work has progressed to the point where, in the opinion of CSX, the City's general contractor (the "**Contractor**") has sufficiently completed the Rail Extension Work so that the Rail Extension can begin to be used for the purposes for which it is intended.

d. "**Work Period**" means a period of one hundred twenty (120) days, together with any extension by agreement between CFA, the City, and Tratt, or required by the terms of this Cooperation Agreement, or required by the terms of the City's contract with its Contractor, following the date on which a notice to proceed with Rail Extension Work construction has been issued by the City.

e. "**Substantial Completion Date**" means the last day of the Work Period as the same may be extended by agreement between CFA, the City, and Tratt, or required by the terms of this Cooperation Agreement, or required by the terms of the City's contract with its Contractor.

f. "**Joint Inspection**" means a physical inspection and examination of the Rail Extension Work to be performed by employees or agents of CFA, the City, CSX, and Tratt at a mutually agreeable date and time after Substantial Completion, for the purpose of developing a list (the "**Punch List**") of remaining items needed to fully complete Rail Extension Work (the "**Remaining Items**") and achieve Final Completion (defined below) of the Rail Extension project, provided that if CFA, the City, CSX, and Tratt are unable, within three (3) Business Days after the Joint Inspection, to agree upon the Remaining Items, or Tratt or CFA disputes the completion of any Remaining Items that the City believes have been completed substantially in

accordance with the Sidetrack Agreement, then CSX shall determine the final list of Remaining Items and/or whether such disputed Remaining Items have been completed in accordance with the Sidetrack Agreement, and the decision of CSX shall be binding on Tratt, CFA and the City with respect to same.

g. "**Punch List Period**" means a period of thirty (30) days, together with any extension by agreement between CFA, the City, and Tratt, or required by the terms of this Cooperation Agreement, or required by the terms of the City's contract with its Contractor, following the date the Punch List is finalized and agreed to by CFA, the City, Tratt, and CSX after the Joint Inspection.

h. "**Final Completion**" means the time when the Contractor finishes all Rail Extension Work necessary to completely and fully deliver the Rail Extension project for final use by the Parties including all Remaining Items identified on the Punch List.

i. "**Force Majeure**" means any acts of terrorists, war (whether declared or not) or national conflicts, strikes, lockouts, labor disputes, boycotts or work stoppages not caused by the City, adverse weather conditions, governmental restrictions, regulations or controls adopted or modified after the Effective Date (such as those restricting construction hours), delays in obtaining or any inability to obtain labor or materials despite exercising commercially reasonable efforts to obtain the same, damage to the project caused by fire or other casualty, national disasters such as floods, earthquakes, tornadoes, or hurricanes, and incidents of disease or other illness that reaches outbreak, epidemic, or pandemic proportions (including, without limitation, an order by a governmental authority having jurisdiction over the project to shut down or suspend operations due to a pandemic), or other delay beyond the reasonable control of the City, including delays or inability to perform due to the failure of Commerce, Tratt or CFA to pay the amounts each is obligated to pay pursuant to the provisions of the Grant Agreement and this Cooperation Agreement.

3. City's Obligations.

a. Contribute Funds. The City's maximum contribution of funds to the total cost to develop and construct the Rail Extension shall be the one-time sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) (the "**City Maximum Contribution**").

b. Select a Design Professional and a General Contractor. The Parties agree that the Rail Extension project is a City capital improvement project. The City shall procure the services of a Florida-licensed design professional and a Florida-licensed general contractor to finalize and complete the design and construction, respectively, of the Rail Extension project in compliance with applicable procurement laws and regulations and the requirements, if any, of the Grant Agreement. The City shall execute a contract with the selected design professional (the "**Design Contract**") and a contract with the selected Contractor (the "**Construction Contract**") using forms of contract drafted by the City and the City's Attorney for the performance of Rail Extension Work in accordance with the provisions of this Cooperation Agreement, the Grant

Agreement, and Florida law.

c. Complete Design Work. To the extent that the design professional's work is not fully complete at the time of execution of this Cooperation Agreement, the City agrees to complete or cause to be completed all design work necessary to advance to the construction phase of the Rail Extension project in accordance with the terms of the Design Contract.

d. Prosecute Rail Extension Work. The City agrees to complete, or cause to be completed, all Rail Extension Work to Substantial Completion within the Work Period and, upon reaching Substantial Completion, all Rail Extension Work to Final Completion within the Punch List Period. Rail Extension Work shall be completed in a good and workmanlike manner, in accordance with applicable laws, and in strict compliance with (i) applicable Federal Railroad Administration regulations (the "**FRA Regulations**"), if applicable, (ii) the Sidetrack Agreement (iii) the Grant Agreement and (iv) this Cooperation Agreement. The Rail Extension Work shall include, without limitation, obtaining and operating in compliance with all required permits from all federal, state, and local authorities with jurisdiction over the Rail Extension project.

e. Enforce Contracts and Provide Updates. The City shall enforce the terms of the Design Contract and Construction Contract and shall provide monthly status reports on the progress of the Design Contract work and the Rail Extension Work to Tratt, the Association and CFA.

f. Apply for, Receive, and Manage Grant Funds. The Parties acknowledge that proceeds from the Grant ("**Grant Funds**") are provided by Commerce to the City on a reimbursement basis. For clarity and the avoidance of doubt, the parties further acknowledge that Grant Funds are not eligible to be used as payment for Design Contract work or Rail Extension Work until all of the following have occurred: (i) Design Contract work or Rail Extension Work must have been performed by the City's design professional or Contractor in an amount exceeding the City Maximum Contribution; (ii) an invoice for Design Contract work or Rail Extension Work must be received by the City and paid within the time allotted by general law; and (iii) Grant Funds in an amount equivalent to the paid invoice are disbursed by Commerce to the City. While Design Contract work and/or Rail Extension Work are/is in progress and ongoing, the City shall periodically submit all information required pursuant to the Grant Agreement for regular disbursements of Grant Funds from Commerce. Grant Funds received by the City from Commerce shall be held by the City and applied by the City to the balances due for future invoices for Design Contract work and Rail Extension Work until the full amount of Grant Funds is spent, or the Rail Extension Work is complete, whichever occurs first.

g. Issue Payment Requests to Escrow Agent and Draw from Tratt/CFA Escrow Account to Pay Invoices. Upon receipt by the City of notice that an invoice from the City's design professional for Design Contract work or from the City's Contractor for Rail Extension Work has been approved for payment pursuant to the Florida Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes (the "**LGPPA**"), the City shall submit a formal request (each, a "**Payment Request**") to Escrow Agent, with a copy to Tratt and CFA, for a draw from the Tratt/CFA Escrow Account (hereinafter defined) equal to the amount of the invoice less: (i)

funds applied from the City Maximum Contribution until the balance of such funds is exhausted, (ii) funds applied from Grant Funds being held by the City until the balance of such funds is exhausted, and (iii) any elective retainage figure permitted to be deducted from the invoice balance due by the City under Florida law and the terms of the Design Contract and/or the terms of the Construction Contract (collectively, the "**Invoice Payment Credits**"). Each Payment Request shall include a copy of the approved invoice, together with backup material submitted by the design professional or Contractor, a certification from the design professional or Contractor that work described in the approved invoice has been completed and is in compliance with the Sidetrack Agreement in all material respects, and properly executed interim lien waivers for the amount so requested. In addition to the foregoing, the final Payment Request shall include all information set forth in the preceding provision and a final lien waiver from the Contractor on behalf of itself and its subcontractors, and evidence reasonably indicating that all necessary governmental approvals and/or permits, if applicable, have been obtained and all Rail Extension Work has been completed in accordance with the terms of the Grant Agreement, this Cooperation Agreement and the Sidetrack Agreement. Additionally, the Escrow Agent shall reimburse, from the Escrow Funds, Tratt for payments by Tratt of Rail Extension Costs, including, without limitation, payments to Kimley-Horn & Associates, Inc. prior to the Effective Date of this Cooperation Agreement for design work for the Rail Extension project, and to EWR for the purchase of the EWR Easement, unless paid by Escrow Funds, provided in each instance that Tratt provides evidence of payment of such expenses, *provided* that, to the extent any final trailing Grant reimbursements are deposited in the Tratt/CFA Escrow Account, such Grant Funds may not be used to reimburse any Party for work performed prior to July 17, 2025 without the express written agreement of Commerce or for any dollar amount in excess of the not-to-exceed amounts established in the Grant Agreement's schedule of deliverables.

h. Convey the Rail Extension and Assign Contractor's Warranties After Final Completion, Final Payment, and Receipt of Contractor's Release. Upon all of (i) Final Completion of the Rail Extension Work; and (ii) full payment and satisfaction of all invoices for Design Contract work and Rail Extension Work; and (iii) receipt by the City of a final release from its Contractor in a form acceptable to the City and the City's Attorney, the City shall, as part of the Assignment Documents, convey its interest in the EWR Easement and Rail Extension project to the Association for the benefit of the lot owners within the ILP, assign all rights the City may have as Owner under the Construction Contract together with all warranties supplied to the City or given or made by the City's Contractor in connection with the Rail Extension Work, assign all rights the City may have as Owner under the Design Contract together with all warranties supplied to the City or given or made by the City's design professional in connection with the Rail Extension Work, and assign all obligations required of the City under the Grant Agreement including the Return on Investment Requirement.

i. Access; Maintenance; Inspections; Indemnification of City by Association. The City hereby agrees, upon completion of the Rail Extension, to execute and deliver the Assignment Documents to the Association to allow the Association to conduct the activities necessary to keep the Rail Extension operational and in compliance with the terms of the Sidetrack Agreement, the Grant Agreement, applicable law, and FRA Regulations if any, including, without limitation, inspections, maintenance, repairs, and replacements of the Rail Extension. Tratt, the Association and CFA acknowledge that the City has no obligation to inspect, maintain, repair, or replace the Rail Extension, and in no event shall the City be obligated to incur any costs or expenses in

connection with the inspection, maintenance, repair, or replacement of the Rail Extension. Beginning at the date and time of delivery of the executed Assignment Documents to the Association, the Association shall indemnify the City against, and hold, save and defend the City harmless from, claims, demands, actions, causes of action, suits, liabilities, actual damages, losses, costs and reasonable out-of-pocket expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs actually incurred in enforcing this indemnity and otherwise but excluding special, incidental, consequential, punitive, or exemplary damages) which the City, as applicable, may suffer or actually incur, or which may be asserted by third parties against the City, as applicable, whether meritorious or not, and (i) which arise out of the Association's default in the performance of its obligations hereunder and/or under the Grant Agreement to include by way of example and not of limitation Association obligations regarding the Return on Investment Requirement, or (ii) are caused by the gross negligence or willful misconduct of any of the Association or its agents, employees or contractors (collectively, the "**Association Parties**"); provided, however, such indemnity shall not apply to any claims, demands, actions, causes of action, suits, liabilities, actual damages, losses or costs which arise out of the City's default in the performance of its obligations hereunder, or are caused by the gross negligence or willful misconduct of the City or its agents, employees or contractors (the "**City Parties**"). This provision shall survive the termination of this Cooperation Agreement for so long as the Grant Agreement is effective.

4. Special Provisions.

a. Work Period Extensions; Force Majeure. The Work Period and Substantial Completion Date shall be equitably extended for (i) events of Force Majeure; (ii) events of work stoppage beyond the control of the City, and (iii) any delay caused by change orders approved by CFA, the City and Tratt. If an event of Force Majeure occurs, the City shall provide written notice to Tratt and CFA of the existence of the Force Majeure event ("**Force Majeure Notice**") within ten (10) Business Days after acquiring actual knowledge of the occurrence of the Force Majeure event. After delivery of the Force Majeure Notice, the City shall thereafter keep Tratt and CFA reasonably apprised of any anticipated impact to the construction schedule, the Work Period and the Substantial Completion Date. If the Force Majeure event described in the Force Majeure Notice causes a delay of the Substantial Completion Date, the Work Period and Substantial Completion Date shall be extended on a day-for-day basis for each day of delay attributable to Force Majeure.

b. Anticipated Substantial Completion Notice. The City shall provide written notice to Tratt and CFA at least thirty (30) days prior to the City Contractor's projected date of Substantial Completion (the "**Anticipated Substantial Completion Notice**") in order to permit CFA, the City, CSX, and Tratt (or their respective agents) to timely schedule the Joint Inspection.

5. Tratt-CFA Escrow Arrangement.

a. Appointment of Escrow Agent. Tratt and CFA hereby appoint Escrow Agent as the escrow agent under this Cooperation Agreement, and Escrow Agent hereby accepts such appointment and agrees to serve as the escrow agent on the terms and conditions expressly set

forth in this Cooperation Agreement.

b. Deposit in Escrow. Contemporaneously with the execution hereof, (i) the Escrow Agent, on behalf of Tratt, shall deposit (the "**Tratt Deposit**") the sum of One Million and No/100 Dollars ($1,000,000.00) in the Tratt/CFA Escrow Account, and (ii) CFA shall deposit (the "**CFA Deposit**") with Escrow Agent the sum of Nine-Hundred Fifty-Two Thousand Five Hundred Eighty-Five and 56/100 Dollars ($952,585.56), which amounts shall be held in the Tratt/CFA Escrow Account (the Tratt Deposit and the CFA Deposit are collectively, the "**Escrow Funds**"), all of which shall be held and disbursed by Escrow Agent strictly in accordance with the terms of this Cooperation Agreement. The Tratt Deposit and the CFA Deposit may hereinafter be referred to collectively as the "**Deposits**," or individually as a "**Deposit**". The Escrow Funds represent each of Tratt's and CFA's Deposit towards the estimated Rail Extension Costs as reflected in the Budget (as hereinafter defined).

c. Escrow Funds. Escrow Agent shall hold the Escrow Funds in a single comingled interest-bearing fiduciary or trust account subject to the terms and conditions set forth herein (the "**Tratt/CFA Escrow Account**"). All interest on the Escrow Funds (the "**Income**") shall be added to the amount of the Escrow Funds and shall be held and disbursed in accordance with the terms hereof. Notwithstanding the foregoing, Escrow Agent shall not be required to invest the funds until Escrow Agent has received an executed W-9 from the party requesting such investment.

6. Rail Extension Work Budget. The Parties agree that the initial Budget for the Rail Extension Costs is attached as **Exhibit D** hereto (the "**Budget**"), which Budget was completed based on the plans for the Rail Extension attached hereto as **Exhibit E** (the "**Conceptual Plans**"). The Budget includes a line item for "Run Around Track" that shall be referred to as the "**CFA Track Costs**," and are not a part of the defined Rail Extension Costs. CFA and Tratt acknowledge that the CFA Deposit is comprised of (i) $665,998.00, which is 100% of the estimated cost of the CFA Track Costs, and (ii) $286,587.56, which is the estimate of CFA's Share (as hereinafter defined) of the Rail Extension Costs, as reflected on the estimated Budget. Upon the City's procurement of a design professional and a construction contractor, and periodically as necessary during prosecution of Rail Extension Work, the Budget shall be updated and refined to account for public bidding, the costs of materials, labor expenses, and changes in the scope of the Rail Extension Work, provided that the City's contribution towards the Rail Extension Costs shall remain fixed in an amount equal to the City Maximum Contribution. In the event a Budget adjustment requires additional funds to be deposited in the Tratt/CFA Escrow Account, each of Tratt and CFA shall deposit with Escrow Agent, within the time period reasonably determined by Tratt and CFA, additional funds equal to Tratt's Share (as hereafter defined) and CFA's Share (as hereinafter defined), respectively, each, as applicable, a "**Tratt Additional Payment**" or a "**CFA Additional Payment**", and, collectively, the "**Tratt Additional Payments**" or a "**CFA Additional Payments**", provided that (i) Tratt's cumulative total of the Tratt Deposit and Tratt contributions towards the Rail Extension Costs, including, without limitation, the Tratt Additional Payments, shall be capped at $1,000,000.00 (the "**Tratt Maximum Contribution**"), and Tratt will have no obligation to deposit any amounts with Escrow Agent in excess of the Tratt Maximum Contribution in the aggregate, and (ii) CFA is responsible for 100% of the CFA Track Costs (*i.e.*, CFA is responsible for funding 100% of the CFA Track Costs and any increases to the "Run Around Track" line item on the Budget). CFA is obligated to contribute the (v) CFA

Deposit, (w) all of the CFA Track Costs which shall be paid by CFA separately, (x) the CFA Additional Payments, (y) CFA's Share of the Rail Extension Costs in excess of the total of the City Maximum Contribution plus the Deposits and (z) all of the Rail Extension Costs in excess of the amounts set forth in (v), (w), (x), (y) and the Tratt Maximum Contribution necessary to pay the Rail Extension Costs to complete the Rail Extension.

7. Payment of Rail Extension Costs by CFA and Tratt; Indemnification; Disbursement of Escrow Funds.

a. The City shall be responsible for performing, or causing Contractor to perform, the Rail Extension Work, and for paying for the Rail Extension Work with Escrow Funds after accounting for the City's Maximum Contribution and applicable Grant Funds held by the City. Each of Tratt and CFA (for purposes of this provision, if applicable, the "**Non-Performing Party**") shall, with respect to any funds that the Non-Performing Party is obligated to pay hereunder, indemnify, defend and hold the City and the other Parties harmless with respect to (to include bonding off or otherwise removing any mechanics or materialman's liens), and neither the other Parties nor the City shall have any liability for, any and all claims (including, without limitation, those for attorneys' fees and costs and those for interest owed under the LGPPA) made by the City's design professional, Contractor, and any subcontractor, supplier or materialman, for amounts owing with respect to the Rail Extension Work, including, but not limited to, those owing under the Design Contract or the Construction Contract or any subcontract, purchase order, invoice or other claimed amount owing with respect to the construction of the Rail Extension Work as such claims result from the failure of the Non-Performing Party to pay the amounts it is obligated to pay hereunder. The terms of this Section shall survive the termination of this Cooperation Agreement for a period of one hundred eighty (180) days following Final Completion, unless a claim against the performance and payment bond is filed within such period, in which event the terms of this Section shall survive until any action related to such claim against the performance and payment bond is fully resolved and the Non-Performing Party's indemnity obligations hereunder have been satisfied.

b. Disbursement of Escrow Funds shall be paid from the Tratt/CFA Escrow Account in the following order of priority: (1) first, 100% of the CFA Track Costs will be paid solely out of the portion of the Escrow Funds deposited by CFA; (2) second, Escrow Funds becoming due in response to a Payment Request shall be paid with 34.25% ("**CFA's Share**") paid out of the portion of the Escrow Funds deposited by CFA, and 65.75% ("**Tratt's Share**") paid out of the portion of the Escrow Funds deposited by Tratt, until Tratt has contributed the Tratt Maximum Contribution; and (3) third and thereafter, 100% of the Rail Extension Costs next becoming due shall be paid out of the portion of the Escrow Funds deposited by CFA. For the avoidance of doubt, the parties acknowledge that CFA is responsible for 100% of the CFA Track Costs which shall be paid out of Escrow Funds deposited by CFA. Escrow Agent shall make disbursements of the Escrow Funds to the City pursuant to the provisions of this Cooperation Agreement for the purpose of paying for the Rail Extension Costs. CFA's Share and Tratt's Share may be generally referred to as a Party's "**Share**."

c. For each Payment Request issued by the City, Tratt and/or CFA shall generate and furnish to Escrow Agent a breakdown of the funds requested, identifying the amount of CFA's Share and Tratt's Share of the Payment Request intended to be disbursed, such breakdown to be shown on the form attached hereto as **Exhibit F**. So long as the City delivers a Payment Request to Escrow Agent (with a copy to CFA and Tratt) within fifteen (15) business days from the date the City's agent appointed pursuant to the LGPPA has stamped the oldest invoice in such Payment Request as received (the date of such stamp, the "**Acknowledged Receipt Date**"), then Tratt and/or CFA shall ensure that the Tratt/CFA Escrow Account contains sufficient funds to satisfy the Payment Request and the Escrow Agent shall draw from the Tratt/CFA Escrow Account and tender to the City by wire transfer of immediately available funds the full amount of the Payment Request no later than the date that is twenty-one (21) business days after the Acknowledged Receipt Date (such date, the "**Remittance Deadline**"). For the avoidance of doubt, the breakdown of the funds requested to be generated and furnished by Tratt and/or CFA to the Escrow Agent is for the accounting convenience of Tratt and CFA only and the preparation of the breakdown of funds requested and the Escrow Agent's receipt of the breakdown of the funds shall not be conditions precedent to drawing upon the Tratt/CFA Escrow Account and tendering funds to the City if there are sufficient Escrow Funds available in the Tratt/CFA Escrow Account to satisfy the Payment Request.

d. Any Income attributable to the Escrow Funds shall be paid to Tratt and CFA based the Party's Share of the aggregate Deposits. If any portion of the Escrow Funds remain in the Tratt/CFA Escrow Account following the disbursement of funds necessary to pay the final Payment Request (the "**Final Fund Disbursement**") and the deposit of any final trailing Grant reimbursements into the Tratt/CFA Escrow Account, Escrow Agent shall disburse, from such remaining Escrow Funds, (i) the balance of the Tratt Deposit, if any, to Tratt, and (ii) the balance of the CFA Deposit, if any, and shall give an accounting of the balance of the Escrow Funds remaining to Tratt and CFA.

8. Indemnity; Insurance.

a. Indemnity. Tratt shall indemnify CFA and the City against, and hold, save and defend CFA and the City harmless from, claims, demands, actions, causes of action, suits, liabilities, actual damages, losses, costs and reasonable out-of-pocket expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs actually incurred in enforcing this indemnity and otherwise but excluding special, incidental, consequential, punitive, or exemplary damages) which CFA or the City, as applicable, may suffer or actually incur, or which may be asserted by third parties against CFA or the City, as applicable, whether meritorious or not, and (i) which arise out of Tratt's default in the performance of its obligations hereunder, or (ii) are caused by the gross negligence or willful misconduct of any of Tratt or its agents, employees or contractors (collectively, the "**Tratt Parties**"); provided, however, such indemnity shall not apply to any claims, demands, actions, causes of action, suits, liabilities, actual damages, losses or costs which arise out of CFA's or the City's default in the performance of its obligations hereunder, or are caused by the gross negligence or willful misconduct of CFA or its agents, employees or contractors (the "**CFA Parties**"), or the City Parties. CFA shall indemnify Tratt and the City against, and hold, save and defend Tratt and the City harmless from, claims, demands, actions, causes of action, suits, liabilities, actual damages,

losses, costs and reasonable out-of-pocket expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs actually incurred in enforcing this indemnity and otherwise but excluding special, incidental, consequential, punitive or exemplary damages) which Tratt or the City, as applicable, may suffer or actually incur, or which may be asserted by third parties against Tratt or the City, as applicable, whether meritorious or not, and (i) which arise out of CFA's default in the performance of its obligations hereunder, or (ii) are caused by the gross negligence or willful misconduct of CFA Parties; provided, however, such indemnity shall not apply to any claims, demands, actions, causes of action, suits, liabilities, actual damages, losses or costs which arise out of Tratt's or the City's default in the performance of its obligations hereunder, or are caused by the gross negligence or willful misconduct of the Tratt Parties or the City Parties. In no event shall the indemnification provisions of this Section (a) diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any Party may be entitled under any insurance policy required by this Cooperation Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein. This Section (a) shall survive any termination or expiration of this Cooperation Agreement for a period of one (1) year unless a claim for indemnification is made within such one (1) year period, in which event the terms of this Section shall survive until any action related to such claim is fully resolved and the indemnifying Party's obligations hereunder have been fully satisfied.

b. Insurance Requirements. Throughout the term of this Cooperation Agreement, once the City procures a design professional and a Contractor, the City shall require its contractors, at each contractor's cost, to maintain in force the insurance required by the Grant Agreement (the "**Required Insurance**"). The City shall cause its Contractor to deliver to Tratt and CFA, prior to the commencement of the Rail Extension Work, a certificate of insurance confirming that Contractor maintains the Required Insurance and naming the City, Tratt, the Association, and CFA as additional insureds under Contractor's Required Insurance policies. The Required Insurance shall name the City, Tratt, the Association, and CFA as additional insured for ongoing and completed operations on a primary and noncontributory basis. All insurance procured under this Section (b) shall be written on an occurrence basis and procured from companies rated by Best's Rating Guide no less than A-/VII, and which are authorized to do business in the State of Florida. The City shall also cause its Contractor to deliver to Tratt and CFA copies of insurance certificates evidencing the Required Insurance at least fifteen (15) days prior to any renewal of such Required Insurance. The costs for payment of any and all deductibles that arise under the Required Insurance shall be paid from the Escrow Funds.

c. Waiver of Claims and Waiver of Subrogation. Each Party waives and releases and discharges any right of recovery against the other Parties (and the respective partners, members, directors, officers, agents or employees of each) for any loss, damage or destruction covered by any policy of insurance required hereunder, including any applicable deductibles and/or self-insured retentions, whether due to the negligence of such Party or its agents, contractors, officers, directors, partners, members or employees. Each insurance policy maintained by the City shall contain a waiver of subrogation clause, or shall name each of Tratt and CFA as an insured party thereunder, so that no insurer shall have any claim over or against Tratt or CFA by way of subrogation or otherwise, with respect to any claims which are insured under any such policy.

9. Compliance with Grant Agreement; Association's Indemnification. CFA and Tratt agree to cooperate in good faith to provide the City and the Association with any information or documentation related to the Rail Extension required by the City, the Association, or Commerce to evidence the City's compliance with the terms of the Grant Agreement before Assignment and the Association's compliance with the terms of the Grant Agreement after Assignment. The rights and obligations of the Parties hereunder to and regarding the Grant funds shall be subject to and governed by the Grant Agreement. To the extent that there is a conflict between provisions set forth herein and the final Grant Agreement, the provisions of the Grant Agreement shall govern.

10. Default. In the event of a breach or default of this Cooperation Agreement by any Party, such Party shall be entitled to written notice of any default and five (5) Business Days after receipt of such notice to cure any default, after which the non-defaulting Party may pursue all remedies at law or in equity including (but only to the extent (a) the City has timely submitted the relevant Payment Request to the Escrow Agent in accordance with the terms of Section 7(c) hereof and (b) the Escrow Agent has failed to remit the funds requested pursuant to such Payment Request by the Remittance Deadline) consequential damages if the City is unable to satisfy an invoice within the time permitted by the LGPPA, but excluding special, incidental, all other consequential, punitive, and exemplary damages.

11. Escrow Agent.

a. Duties and Adverse Claims. The duties and obligations of Escrow Agent hereunder shall be determined solely by the provisions of this Cooperation Agreement. No implied duties of Escrow Agent shall be read into this Cooperation Agreement and Escrow Agent shall not be subject to or obliged to recognize any other agreement between, or direction or instruction of, the Parties hereto even though reference thereto is made herein. In the event of any disagreement or the presentation of any adverse claim or demand in connection with the disbursement of the Escrow Funds, Escrow Agent shall, at its option, be entitled to refuse to comply with any such claims or demands during the continuance of such disagreement and may refrain from delivering any item affected hereby, and in so doing, Escrow Agent shall not become liable to anyone, due to its failure to comply with such adverse claim or demand. Escrow Agent shall be entitled to continue, without liability, to refrain and refuse to act until (a) authorized to disburse by a court order from a court having jurisdiction of the Parties and the Escrow Funds, after which time Escrow Agent shall act in conformity with such adjudication; or (b) until all differences shall have been adjusted by agreement and Escrow Agent shall have been notified thereof and shall have been directed in writing, signed jointly or in counterpart by the undersigned and by all persons making adverse claims or demands, at which time Escrow Agent shall be protected in acting in compliance therewith.

In no event shall Escrow Agent be required to (i) notify or obtain the consent, approval, authorization or order of any court or governmental body with respect to the transactions contemplated by this Cooperation Agreement, and/or (ii) release any funds which now constitute the proceeds of a check or other instrument deposited in escrow under this Cooperation Agreement until Escrow Agent has received the final irrevocable immediately available collected funds in respect thereof.

Escrow Agent may file suit in interpleader in the proper court in Polk County, Florida, for the purpose of having the respective rights of the Parties hereto adjudicated. Escrow Agent, upon initiation of such suit, may deposit with the court the funds held hereunder less the costs and expenses due Escrow Agent and upon giving notice thereof to the Parties hereto, Escrow Agent shall be fully released and discharged from all further obligations hereunder with respect to the funds held in escrow.

b. Escrow Agent's Liability Limited. Escrow Agent shall not be liable to anyone whatsoever by reason of any error of judgment or for any act done or step taken or omitted by it in good faith or for any mistake of fact or law or for anything which it may do or refrain from doing in connection herewith unless caused by or arising out of its own negligence or willful misconduct. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall be under no responsibility with respect to any of the items deposited herewith other than to faithfully follow instructions contained herein. Escrow Agent shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to have been signed by the proper Parties.

c. Reliance by Escrow Agent on Documents, Etc. Escrow Agent shall be entitled to rely on and shall be protected in acting in reliance upon any instructions or directions furnished to it in writing or pursuant to any provisions of this Cooperation Agreement and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper, facsimile or other document furnished to it and believed by it to be genuine and to have been signed and presented by the proper Party or Parties.

d. Indemnification and Legal Counsel for Escrow Agent. Tratt and CFA each, jointly and severally, agrees to and does hereby indemnify Escrow Agent and save it harmless from and against all losses, actual damages, reasonable out-of-pocket costs, charges, payments, liabilities and reasonable out-of-pocket expenses, including the costs of litigation, investigation and reasonable legal fees actually incurred by Escrow Agent pursuant to this Cooperation Agreement unless the same arise out of the willful misconduct or gross negligence of the Escrow Agent. The Parties hereto agree that Escrow Agent does not assume any responsibility for the failure of Tratt, CFA or the City to make payments or perform the conditions of this Cooperation Agreement as set forth herein, nor shall Escrow Agent be responsible for the collection of any monies provided to be paid to it. Escrow Agent may consult with counsel of its own choice. The provisions of this Section shall survive termination of the escrow arrangement contemplated hereby.

e. Compensation. Tratt and CFA shall share equally in any reasonable fees charged by Escrow Agent for the services to be rendered hereunder, and will pay or reimburse Escrow Agent upon request for all expenses, disbursements and advances actually incurred or made by it in connection with carrying out its duties hereunder. Neither CFA nor Tratt shall be entitled to reimbursement out of the Escrow Funds for any costs and expenses incurred by them in connection with exercising their rights or performing their duties under this Cooperation Agreement. Upon execution of this Cooperation Agreement, Tratt and CFA shall pay Escrow Agent an administrative fee to carry out its duties under this Agreement.

f. Resignation. Escrow Agent shall have the right to resign as escrow agent at any time by giving written notice of its resignation, specifying the effective date thereof, to the Parties hereto other than the Escrow Agent. Within thirty (30) days after the giving of such notice, the Parties hereto, other than Escrow Agent, shall appoint a successor escrow agent to which Escrow Agent may distribute the funds then held hereunder, and Tratt and CFA shall equally make payment of Escrow Agent's fees, costs and expenses payable hereunder. If a successor escrow agent is not appointed and has not accepted such appointment by the end of the aforesaid thirty (30) day period, Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor escrow agent and the fees, costs, and expenses (including reasonable counsel fees and expenses) which it incurs in connection with a proceeding shall be equally paid by CFA and Tratt. Escrow Agent may deduct such fees, costs and expenses from the Escrow Funds.

12. Notices: All notices shall be in writing and shall be deemed to have been properly given on the earlier of (i) when delivered in person, (ii) when deposited in the United States Mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, (iii) when deposited with FedEx, UPS, Express Mail or other nationally recognized overnight delivery service for next day delivery, addressed to the appropriate party at the address set out below, or (iv) when transmitted by electronic mail before 5:00 p.m. ET on a Business Day (defined below) to the address for each party set forth below, or, when transmitted after 5:00 p.m. ET on a Business Day or not on a Business Day, the next Business Day.

Tratt:	Tratt Properties, LLC 5050 North 40th Street, Suite 360 Phoenix, Arizona 85018 Attention: Jonathan Tratt and Jim Ford Email: jt@trattproperties.com; jim@tres3llc.com
with a copy to:	Meland Budwick, P.A. 200 South Biscayne Blvd., Suite 3200 Miami, Florida 33131 Attention: Mark S. Meland, Esq. and Bryan N. Vega, Esq. Email: mmeland@melandbudwick.com; and bvega@melandbudwick.com
and:	Timothy F. Campbell, Esquire Clark, Campbell, Lancaster, Workman & Airth, P.A. 500 South Florida Avenue, Suite 800 Lakeland, Florida 33801 Telephone: (863) 647-5337 Email: tcampbell@clarkcampbell-law.com

CFA:	Supply Properties II, LLC c/o Chick-fil-A, Inc. ATTN: Legal Department – Real Estate (Site # 50076) 5200 Buffington Road Atlanta, Georgia 30349 Telephone: (404) 765-8000 Email: cfalegalnotice@chick-fil-a.com
with a copy to:	Troutman Pepper Locke LLP 600 Peachtree Street, N.E., Suite 3000 Atlanta, Georgia 30308 Attention: Anna Dix, Esq.; Anthony Kennedy, Esq. Email: anna.dix@troutman.com; Anthony.kennedy@troutman.com
City:	City of Winter Haven 451 3rd St NW Winter Haven, FL 33881 Attn: T. Michael Stavres, City Manager Telephone: (863) 291-5600 Email: mstavres@mywinterhaven.com
with a copy to:	Frederick J. (John) Murphy, Jr. Boswell & Dunlap LLP 245 South Central Avenue Bartow, Florida 33830 Telephone: (863) 533-7117 Email: fjm@bosdun.com
Escrow Agent:	First American Title Insurance Company 3455 Peachtree Road, N.E., Suite 1700 Atlanta, Georgia 30326 Attention: Jon Uhlir Email: juhlir@firstam.com

Rejection or other refusal by the addressee to accept, or the inability to deliver because of a changed address or changed e-mail address of which no notice was given, shall be deemed to be receipt of the notice sent. Any Party and Escrow Agent shall have the right, from time to time, to change the street address or email address to which notices to it shall be sent by giving to the other Party(ies) and Escrow Agent at least ten (10) days prior notice of the changed street address or email address.

13. Governing Law; Venue. This Cooperation Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue and exclusive jurisdiction for any action arising hereunder shall lie in a court of competent jurisdiction in Polk County, Florida.

14. Counterparts; Signatures. This Cooperation Agreement may be executed in separate counterparts, which, when assembled together, shall constitute one document and agreement. For purposes of this Cooperation Agreement, an original, scanned or electronic version of a signature that has been delivered by facsimile, email or electronic transmission of this Cooperation Agreement by any party hereto shall constitute an original signature which shall be binding for all purposes against such party as if the facsimile, email or electronic copy of the Cooperation Agreement bearing such signature is a copy bearing the original signature of such party. This Cooperation Agreement (and any amendments hereto and any other instruments relating to the transactions contemplated hereby, other than any instruments to be recorded, witnessed, and/or notarized) may be electronically signed by the parties by the use of DocuSign which will be treated as an original signature.

15. Exhibits. Unless otherwise expressly provided, all Exhibits referred to in this Cooperation Agreement are the exhibits attached hereto. All such exhibits attached hereto are incorporated in this Cooperation Agreement by reference thereto as if set forth in this Cooperation Agreement in their entirety.

16. Computation of Periods. In computing any period of time described herein, the day of the act or event after which the designed period of time begins to run is not to be included. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or federal holiday, then such time for performance shall be automatically extended to 5:00 p.m. Winter Haven, Florida time on the next day that is not a Saturday, Sunday or federal holiday (a "**Business Day**").

17. Attorneys' Fees. If legal action is commenced to enforce or to declare the effect of any provision of this Cooperation Agreement, or any document executed in connection with this Cooperation Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable out-of-pocket attorneys' fees and other litigation costs. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit on this Cooperation Agreement or any document executed in connection with this Cooperation Agreement shall be entitled to its reasonable out-of-pocket attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Cooperation Agreement or any document executed in connection with this Cooperation Agreement into any judgment on this Cooperation Agreement or any document executed in connection with this Cooperation Agreement. This provision shall survive the termination of this Cooperation Agreement.

18. Successors and Assigns/Assignment. This Cooperation Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Neither this Cooperation Agreement nor any right or obligation created by this Cooperation Agreement may be assigned by any Party without the prior written consent of the other Parties.

19. Amendments in Writing. The provisions of this Cooperation Agreement may not be amended or altered except by a written instrument duly executed by each of the Parties hereto.

20. Term. The term of this Cooperation Agreement (the "**Term**") shall run from the Effective Date to the latest of (a) the date on which the Escrow Agent has disbursed all of the Escrow Funds in accordance with the provisions of this Cooperation Agreement, (b) the date on which the Rail Extension Work is completed in accordance with the terms of this Cooperation Agreement hereof, or (c) such other date as may be acknowledged by written consent signed by all the Parties hereto (such expiration date, the "**Expiration Date**"), but in no event shall the Term exceed three (3) years from the Effective Date. Following the Expiration Date, no party shall have any further obligations or liabilities under this Cooperation Agreement except as otherwise expressly contemplated herein.

21. Severability. If any provision of this Cooperation Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall not affect any other provision of this Cooperation Agreement, which shall remain in full force and effect to the maximum extent possible.

22. Entire Agreement. Except for any conflicting matters in the Grant Agreement as set forth herein, this Cooperation Agreement contains the entire agreement among the Parties with respect to the specific subject matter addressed herein, and merges all prior negotiations, agreements and understandings, if any, other than those stated herein, with respect to the specific matters addressed herein.

23. Effective Date. The effective date of this Cooperation Agreement ("**Effective Date**") shall be the date upon which the last of the parties hereto executes this document.

24. Sovereign Immunity. City is a sovereign Florida municipal government. Nothing contained in this Cooperation Agreement, nor in any City indemnification made herein, if any such indemnification exists, is intended to or shall be construed to waive the City's sovereign immunity. The Parties agree that the total monetary liability of the City under this Cooperation Agreement shall not exceed the maximum limit of the City's liability to a single claimant as set forth in the version of Section 768.28(5) of the Florida Statutes in effect as of the Effective Date of this Cooperation Agreement, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

[*Signature Pages Follow*.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals or caused their appropriate officers to set their hands and seals as of the day and year first above written.

Tratt Properties, LLC, an Arizona limited liability company

By: _____

Jonathan Tratt, its Manager

[*Signatures continue on following page*]

Central Florida Intermodal Logistics Center Property Owners' Association, Inc., a Florida not-for-profit corporation

By: _____
Jonathan Tratt, President

Docusign Envelope ID: F496B19C-ECCD-4BA1-8400-B033D9967CA3

CFA:

SUPPLY PROPERTIES II, LLC,
a Georgia limited liability company

By: Chick-fil-A, Inc.,
a Georgia corporation, its sole member

By: DocuSigned by: Michael A. Hazelton
3EFA0A6021D2424...
Name: Michael A. Hazelton
Title: Vice President

[*Signatures continue on following page*]

CITY:

CITY OF WINTER HAVEN, FLORIDA,
a municipal corporation organized and existing under the laws of the State of Florida

William Brian Yates, Mayor-Commissioner

ATTEST:

Vanessa Castillo, MMC, City Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., City Attorney

[*Signatures continue on following page*]

ESCROW AGENT

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: Karen Cummings
Title: Commercial Title Officer

Exhibit A

EWR Easement

This instrument prepared by
or under the direction of, and return to:

Kim Rice Bongiovanni, Esq.
Asst. General Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202

DEED OF EASEMENT

THIS EASEMENT DEED, made as of the ____ day of _____, 202__, by and between EVANSVILLE WESTERN RAILWAY, INC., a Delaware corporation, whose mailing address is 200 Clark Street, Paducah, Kentucky 42003, hereinafter called "Grantor", and WHIP 6 QOZB, LLC, a Wyoming limited liability company, whose address is 5050 North 40th Street, Suite 360, Phoenix, Arizona 85018, hereinafter called "Grantee"; WITNESSETH:

> (Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT, for and in consideration of payment of the sum of TEN AND NO/100 DOLLARS ($10.00), which is the full monetary consideration for this conveyance, and other valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY, FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made, an exclusive easement for railroad and ancillary purposes, including, without limitation, the right to permit, construct, install, maintain, repair, replace, and inspect a rail spur, on, over and across Grantor's property at Winter Haven, County of Polk, State of Florida, hereinafter designated the "Easement", which Easement is more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein.

TO HAVE AND TO HOLD the Easement and rights herein granted, solely for the purpose herein contained; SUBJECT, however, to all existing roads, fiber optic facilities, public or private utilities; reservations, exceptions, easements, restrictions and other matters of record; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which become due and payable after the date of conveyance; and all existing encroachments, ways and servitudes, howsoever created, located in, on, over, under or across the Easement.

ADDITIONALLY, the Grantee is authorized to assign its interests in this Deed of Easement upon the written consent of the Grantor, which consent shall not be unreasonably withheld upon the assignee's execution of agreements regarding the use, operation, and maintenance of any track on the Easement satisfactory to Grantor.

Notices pursuant to this Deed of Easement shall be in writing and provided to Grantor and Grantee as follows:

Grantor:
Evansville Western Railway, Inc.
Attn: Legal Department
200 Clark Street
Paducah, KY 42003

With a copy to:
Kim Rice Bongiovanni, Esq.
Asst. General Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202
Email: _____

Grantee:
WHIP 6, LLC
5050 North 40th Street, Suite 360
Phoenix, Arizona 85018
Attention: Jonathan Tratt and Jim Ford
Email: jt@trattproperties.com; jim@tres3llc.com

[Signatures begin on the following page]

IN WITNESS WHEREOF, Grantor has caused its name to be signed hereto and properly acknowledged.

EVANSVILLE WESTERN RAILWAY, INC.

Signature: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, by _____, as _____ of EVANSVILLE WESTERN RAILWAY, INC., a Delaware corporation. Such person ☐ is personally known to me or ☐ has produced _____ as identification.

Witness my hand, at office, this ___ day of _____, 202__.

_____
Notary's Signature

Notary's Printed Name: _____

Seal

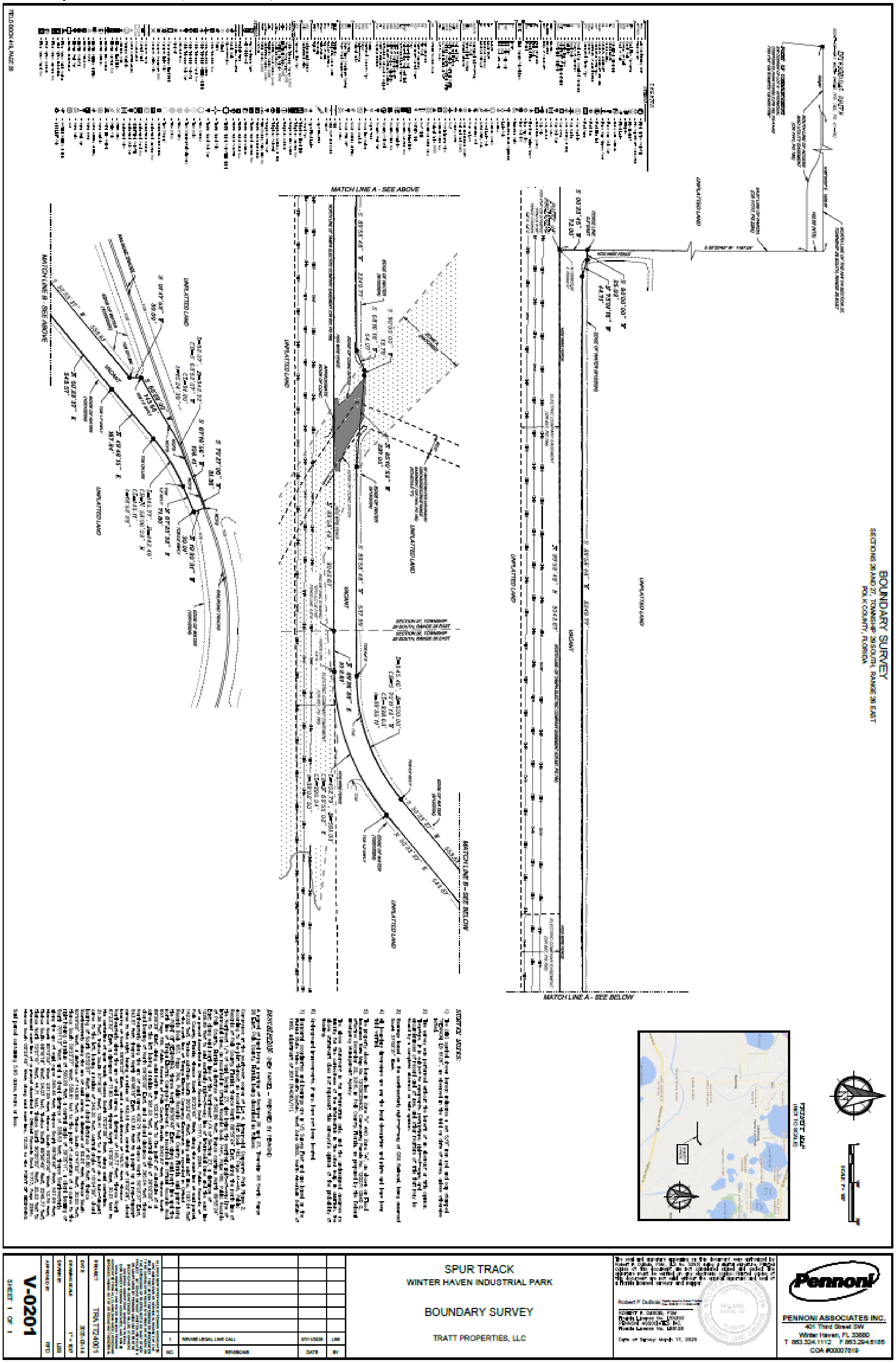
My commission expires: _____

Deed of Easement – Exhibit "A"

LEGAL DESCRIPTION AND SKETCH
A parcel of land being a portion of Sections 26 and 27, Township 29 South, Range 26 East, Polk County, Florida, being described as follows:

Commence at the southwest corner of Lot 4, Intermodal Corporate Park Phase 2, according to the plat thereof, as recorded in Plat Book 182, Page 41-46, Public Records of Polk County, Florida; thence North 89°55'24" East, along the north line of the Northwest 1/4 of said Section 27, also being the southerly right-of-way line of Intermodal Drive, as recorded in Official Records Book 7441, Page 180, Public Records of Polk County, Florida, a distance of 592.89 feet; thence continue North 89°55'24" East, along said north line of the Northwest 1/4 of Section 27, a distance of 1226.89 feet to said southerly right-of-way line of Intermodal Drive and the east line of a parcel described in Official Records Book 11717, Page 2284, Public Records of Polk County, Florida; thence South 00°23'45" West, along the east line of said parcel, 142.00 feet; thence continue South 00°23'45" West, along said east line, 1187.04 feet to the north line of Tampa Electric Company Easement, as recorded in Official Records Book 657, Page 794, Public Records of Polk County Florida, said point being the POINT OF BEGINNING; thence North 89°58'48" East, along said north line and the north line of Tampa Electric Company Easement, as recorded in Official Records Book 657, Page 795, Public Records of Polk County Florida, 3042.67 feet; thence North 89°26'28" East, along said north line, 102.61 feet to the point of curvature of a curve to the left having a radius of 591.03 feet, a central angle of 39°02'50", a chord bearing of North 69°55'02" East, and a chord distance of 395.04 feet; thence Northeasterly along the arc of said curve 402.79 feet; thence North 50°23'37" East, 543.57 feet; thence North 49°48'15" East, 167.84 feet to a point on a non-tangent curve to the right, having a radius of 442.49 feet, central angle of 18°52'28", chord bearing of North 58°06'03" East, and a chord distance of 145.11 feet; thence Northeasterly along the arc of said curve, a distance of 145.77 feet; thence North 67°23'32" East, a distance of 71.80 feet; thence North 19°30'31" West, 30.01 feet to the centerline of spur track; thence South 70°27'06" West, along said centerline, 31.36 feet; thence South 67°18'56" West, 108.41 feet to a point on a non-tangent curve to the left, having a radius of 342.32 feet, central angle of 15°24'39", chord bearing of South 63°52'07" West, and a chord distance of 91.80 feet; thence Southwesterly along the arc of said curve, a distance of 92.07 feet; thence South 60°09'00" West, a distance of 143.66 feet; thence South 01°47'52" West, 30.00 feet; thence South 50°23'37" West, 558.61 feet to the point of curvature of a curve to the right having a radius of 500.00 feet, a central angle of 39°35'11", a chord bearing of South 70°11'13" West, and a chord distance of 338.63 feet; thence Southwesterly along the arc of said curve 345.46 feet; thence South 89°58'48" West, 537.99 feet; thence North 85°10'53" West, 237.05 feet; thence South 90°00'00" West, 13.79 feet; thence South 68°16'18" West, 54.07 feet; thence South 89°58'48" West, 2249.77 feet; thence North 73°01'16" West, 44.71 feet; thence South 90°00'00" West, 25.03 feet to aforesaid east line of a parcel described in Official Records Book 11717, Page 2284; thence South 00°23'45" West, along said east line, 72.00 to the POINT OF BEGINNING.

Said parcel containing 5.95 acres, more or less.



BOUNDARY SURVEY
SECTIONS 26 AND 27, TOWNSHIP 29 SOUTH, RANGE 26 EAST
POLK COUNTY, FLORIDA
MATCH LINE A - SEE ABOVE
MATCH LINE A - SEE BELOW
UNPLATTED LAND
SPUR TRACK
WINTER HAVEN INDUSTRIAL PARK
BOUNDARY SURVEY
TRATT PROPERTIES, LLC
PENNONI ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33880
T 863.324.1112 F 863.294.6185
V-0201
SHEET 1 OF 1

Exhibit B

Description of CFA Property

Lot 1, INTERMODAL CORPORATE PARK PHASE 3, according to the Official Plat thereof as recorded in Plat Book 212, Page 20-21 of the Public Records of Polk County, Florida.

Exhibit C

Sidetrack Agreement

PRIVATE SIDETRACK AGREEMENT

THIS PRIVATE SIDETRACK AGREEMENT (the "Agreement"), is made and effective as of November 15, 2025, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Railroad," and Central Florida Intermodal Logistics Center Property Owners' Association, Inc. ("Association"), a Florida non-profit corporation, whose mailing address is c/o Tratt Properties, LLC, 5050 North 40th Street, Suite 360, Phoenix, Arizona 85018, hereinafter called "Association" or "Industry." Railroad and Industry may be referred to individually as a "Party" or together as "Parties."

1. RECITALS AND PURPOSE:

1.1 The purpose of this Agreement is to detail the provisions governing the construction, maintenance and use of Private Sidetrack INDUSTRIAL LEAD TRACK SPUR 1, at Milepost SX 831.5, for the tender and receipt of rail freight traffic for the account of Association or its members. The private sidetrack(s), which consists of the track structure (rails, ties and fastenings), ballast, grading, drainage structure, turnout, bumping post and other appurtenances (hereinafter the "Association Track" or Sidetrack"), is located in the City of Winter Haven, in Polk County, State of Florida, as shown on attached drawing(s) labeled **2025 09 26 WH IFC Industrial Rail Plans 100 Design-SS**, dated October 1, 2025, (hereinafter the "Plan"). The Sidetrack may be constructed by non-party City of Winter Haven ("City") by separate agreement solely between Industry and City, but it is expected by the Parties that the Sidetrack will be operated and/or maintained solely by Industry, and the Sidetrack will be located almost entirely on property owned by Railroad's affiliate, the Evansville Western Railway, Inc. ("EVWR").

1.2 Over time, the Sidetrack may be used by Railroad to provide transportation service to various shippers which are presently or will become members of the Association and are presently or will become property owners within the Central Florida Intermodal Logistics Center.

1.3 Initially, the Sidetrack will connect with track located inside the facility that will be operated by Chick-fil-A Supply, LLC, a Georgia limited liability company ("CFA Supply"); an affiliate of CFA Supply, Supply Properties II, LLC ("Supply Properties"), is or will be a member of the Association. CFA Supply will lease the property from Supply Properties, and CFA Supply is building a new facility within the Central Florida Intermodal Logistics Center. CFA Supply will be the first shipper and Association member receiving service from Railroad over the Sidetrack.

1.4 This new CFA Supply distribution center will be located on a parcel located within less than one mile from Railroad's existing right of way; Railroad operates over a "Y track" or spur track that connects to the nearby intermodal facility; the new Sidetrack will connect to this Y track.

1.5 Between the Railroad's "Y track" or spur track and CFA Supply's new distribution center, there is a parcel of land owned EVWR.

1.6 Consequently, from west to east, the new Sidetrack will start on Railroad's "Y track" or spur track, run through EVWR's property, and then terminate at the property that will be used by CFA Supply for its new distribution center.

1.7 The Parties understand that the City of Winter Haven has been awarded funding from the State of Florida under the Florida Job Growth Grant Fund to offset a portion of the construction costs for the Association Track. The Association expects that the grant funds will be provided by the State to the City. The City will then arrange for construction of the Sidetrack or will reimburse the Association for the costs to construct the Association Track, up to the amount of the grant. The City's participation in the Association's construction of the Association Track, and references to the City in this Agreement shall not cause City to become a Party to this Agreement or cause the City to be subject to any of the terms and conditions of this Agreement.

1.8 State grants are only made available where there is a benefit to the public; because the grant will be used to construct the Association Track, and because the Association Track will be located on the EVWR Property, the Association will possess and exercise operating rights and/or maintenance rights over the portion of the EVWR Property on which the Association Track is located for the benefit of those third parties that have direct real estate access to Association Track.

1.9 The Association will therefore work closely with EVWR, CFA Supply, and Railroad in an effort to obtain any such operating rights or other required rights that are necessary and proper for the Association to perform all operating and/or maintenance tasks Notwithstanding the fact that the City may construct the Association Track, the Association, CFA Supply, and EVWR, collectively do not expect that the City will conduct any operations on the Industry Track or on the Association Track nor have any liability to the Association, CFA Supply, or EVWR for operation and/or maintenance of the Association Track when in use.

1.10 Additionally, the Parties plan to work together to develop a design for this Private Sidetrack that will allow for safe, lawful, and efficient operations by the Railroad and by members of the Association.

2. OWNERSHIP AND CONSTRUCTION:

2.1 Railroad shall own that portion of INDUSTRIAL LEAD TRACK SPUR 1, from Point of Switch (hereinafter "P.S.") in Railroad's connecting yard or spur track at SX 831.5, Track Station 500+00 to Track Station 11+50.00 (hereinafter "Railroad's Segment"). Association shall build, or by separate agreement cause the City to build, Railroad's Segment, including the new switch, at Association's expense, using any grant funds that may be available. Association agrees to construct, or by separate agreement cause the City to construct, and shall own the remainder of INDUSTRIAL LEAD TRACK SPUR 1 to station gate at Track Station 54+73.11 [CFA Gate] (hereinafter "Industry's Segment"), as shown on the aforementioned Plan. The construction of Railroad's Segment and Industry's Segment shall be in accordance with the track design plans approved by Railroad.

2.2 The construction of the Sidetrack shall be done in accordance with the provisions of the Railroad's document entitled "Standard Specifications for the Design and Construction of

Private Sidetracks," dated September 15, 2016 (hereinafter the "Specifications"), which details the design, construction, clearance and similar requirements regarding the Sidetrack. The Parties agree that the Specifications shall be subject to the following governing and superseding provision: "For the express benefit of the City of Winter Haven, also called the City, and regardless of whether the City is in privity hereto, the Parties agree that nothing herein shall be deemed to waive the sovereign immunity of the City, or the City's limits of liability as stated in Section 768.28(5), Florida Statutes in the form existing as of October 1, 2025, regardless of whether the claim or cause of action sounds in tort, contract, statute, strict liability, negligence, product liability, or otherwise." Industry acknowledges receipt of a current copy of the Specifications, which are incorporated herein and are attached as Exhibit A.

2.3 Unless otherwise provided herein, and except as provided in Section 2.1 of this Agreement, all construction of the respective Segments of the Sidetrack will be done by or for Railroad and Industry at their sole expense, except that the grading, drainage and subballast for the entire Sidetrack will be constructed by and at the sole expense of Industry. Industry agrees: (A) to supply construction plans to Railroad for its review and approval; and (B) to bear all reconstruction expenses that may be incurred by its failure to follow the Specifications.

2.4 Railroad will obtain any necessary authorization from its affiliate EVWR that will allow Railroad to operate over the portion of the Sidetrack located on EVWR's property. Upon reasonable request by Association, Railroad will provide documentation or evidence showing that such operating rights exist.

3. GOVERNMENTAL REQUIREMENT(S):

3.1 For the segment of the Sidetrack constructed by Industry, Industry agrees, at its sole expense, to comply with all applicable laws and regulations and to obtain all necessary governmental permits, authorizations, orders and approvals (hereinafter collectively "Governmental Requirement(s)") necessary for any construction, maintenance and use of the Sidetrack by Industry. Industry agrees to assume the cost of Railroad's defense and to otherwise indemnify and hold Railroad harmless from Industry's failure to comply with or to obtain the Governmental Requirement(s).

3.2 Railroad agrees, at its sole expense, to comply with all applicable laws and regulations and to obtain all necessary governmental permits, authorizations, orders, and approvals (collectively, "Governmental Requirements") necessary for any construction, maintenance, and use of the Sidetrack by Railroad. Railroad agrees to assume the cost of Industry's defense and to otherwise indemnify and hold Industry harmless from Railroad's failure to comply with or obtain the Governmental Requirement(s).

3.3 For the express benefit of the City, and regardless of whether the City is in privity hereto, the Parties agree that nothing herein shall be deemed to waive the sovereign immunity of the City, or the City's limits of liability as stated in Section 768.28(5), Florida Statutes in the form existing as of October 1, 2025, regardless of whether the claim or cause of action sounds in tort, contract, statute, strict liability, negligence, product liability, or otherwise. For the avoidance of

doubt, whenever a duty or obligation is assigned to a Party in this Agreement, such duty or obligation shall be the sole responsibility of the assigned Party. Further, the inclusion of the City's limits of liability shall not be interpreted to create or imply any duty or any indemnification of any Party where no express contractual provision exists.

4. MAINTENANCE:

4.1 Railroad and Industry, at their own expense, shall inspect, maintain and renew their respective Segments of the Sidetrack: (A) in accordance with the Federal Railroad Administration's Track Safety Standards, (49 C.F.R. Part 213); (B) Railroad Worker Safety Regulations (49 C.F.R. Part 214); and (C) in a safe condition, consistent with the operating circumstances and amount of use. Prior to each entry of Industry upon Industry's Segment of the Sidetrack for maintenance or renewal purposes, Industry shall contact local representatives of Railroad's Operating and Engineering Departments and obtain the agreement from those representatives for the dates and amount of time that Industry's Segment will be out of service for such maintenance or renewal purposes. Additionally, both Industry and Railroad agree to keep their respective Segments free from debris, weeds, potholes, ice or snow, poles, temporary or permanent structures, other obstructions (example: parked vehicles), and/or excavations. Railroad shall have the right, but not the duty, to inspect Industry's Segment.

4.2 Upon reasonable request by the Association, Railroad will use best efforts to facilitate EVWR granting access to the Association over the Sidetrack and near the Sidetrack for the purpose of conducting inspections and completing any necessary construction, maintenance, repair, or rehabilitation work. Such access rights shall allow the Association, or its members, and their contractors to use roads or pathways on EVWR's property when needed for purposes of undertaking construction, inspections, maintenance, repairs, or rehabilitation work on the Sidetrack.

5. CLEARANCES:

5.1 Industry agrees to provide and maintain: (A) the lateral clearance requirements (at least eight feet, six inches [8'6"] from either side of the centerline of the Sidetrack, as increased for flat curves, superelevated curves and approaches thereto); and (B) the vertical clearance requirements (at least twenty-two feet [22'] above the top of the rail), both as detailed in the Specifications, for the entire length of the Sidetrack. Any clearance not in compliance with the foregoing is a "Close" clearance. Each Party further agrees to provide and maintain increased lateral and/or vertical clearances, to the extent required by applicable statutes or regulations. Lateral and vertical clearances for power poles and lines must also comply with the National Electric Safety Code (NESC).

5.2 Notwithstanding the foregoing, Industry may maintain Close clearances if: (A) Industry obtains a waiver from any conflicting Governmental Requirement(s); and (B) plans for such Close clearances have been provided to Railroad and are not rejected within sixty (60) days after the date of receipt. Industry agrees to install, maintain and replace (at its sole expense) any warning signs or lighting or make other adjustments regarding such Close clearances as may be required by Railroad or any Governmental Requirement(s).

5.3 Railroad shall ensure that its affiliate EVWR does not create or allow unauthorized Close clearances on the portion of the Sidetrack that will run through EVWR's property except when authorized in writing by Railroad.

5.4 If Industry installs a gate across the Sidetrack, Industry and Railroad will work together to establish mutually acceptable guidelines governing the use of the gate and the time periods when the gate will be open; Industry will confer with, and take appropriate guidance on gate usage procedures from, Railroad's local manager of train operations. Any gate installed by Industry across the Sidetrack must provide an appropriate clearance, as provided in the Specifications, and must be equipped with a double-end bar hasp so that Railroad may install its own lock. If Railroad is unable to open the gate to deliver or retrieve railcars, Industry shall reimburse Railroad for its costs of making an additional trip to the Sidetrack.

6. RIGHT-OF-WAY:

6.1 Industry is responsible for obtaining all necessary right-of-way (through ownership, easement, permit or otherwise), for its Segment of the Sidetrack that is not located on Railroad's right-of-way. Industry may obtain access to this right of way through a delegation by the City of Winter Haven or through other appropriate means. The width of such right-of-way must be, at a minimum, sufficient to provide for the Sidetrack and clearances, cuts, fills, drainage ditches, walkways or roads, as determined by Railroad.

6.2 Industry shall ensure the construction, installation, removal, or abandonment of any pipeline or wireline facilities along, under or over any portion of Sidetrack that is not located within Railroad's right of way, shall be in accordance with Railroad's applicable Design and Construction Standard Specifications. Industry shall contact local representatives of Railroad's Operating and Engineering Departments and obtain the agreement from those representatives for the dates and amount of time that Industry's Segment will be out of service for any such construction, installation, removal, or abandonment. If and when Industry is engaged in construction, installation, removal or abandonment of pipeline or wireline facilities located along, under, or over the portion of the Sidetrack on EVWR's property, Railroad shall secure the full cooperation of its affiliate EVWR as needed for Industry to meet its obligations under this Section 6.3.

6.3 Industry shall not block or permit the blockage of the sight view area of any road crossing over the Sidetrack; provided, however, that Railroad shall ensure that its affiliate EVWR does not block or permit the blockage of the sight view area of any road crossing over the portion of the Sidetrack that is located on EVWR's property.

7. RAIL SERVICE:

7.1 Railroad agrees, pursuant to the provisions of this Agreement, its tariffs, circulars, rules and rail transportation contracts, to operate over the Sidetrack in the delivery, placement and removal of railcars consigned to or ordered by Industry, at such times established by Railroad and consistent with any applicable transportation services agreement. Railroad may also use Industry's

Segment of the Sidetrack for its own general or emergency operating purposes, so long as such purposes do not materially affect the use of the Sidetrack for rail service to the Association and its members; provided, however, that notwithstanding any other provision of this Agreement, if Railroad makes use of Industry's portion of this Sidetrack for its own purposes, Railroad shall be responsible for any releases of Hazardous Materials from its locomotives, rail cars, or other equipment, and Railroad shall be responsible for any losses, claims, liabilities, or damages attributable to the presence of its locomotives, rail cars, or other equipment on Industry's Segment. Subject to any provisions in the applicable transportation services agreement, Industry agrees to encourage its members to abide by all applicable provisions of this Agreement and Tariffs CSXT 8100/8200 Series, including, without limitation, those addressing responsibility for and payment of demurrage and other accessorial charges. Railroad reserves the right to cancel the Agreement as to particular members of the Association for any breach of such provisions by such members of the Association; provided, however, that Railroad shall give the Association and any affected Association members thirty (30) days' written notice of any such violation by the Association or its members, and the Association and/or its members shall have thirty (30) days to cure any such violation.

7.2 In the event Railroad delivers to Industry Segment a railcar which was neither ordered nor tendered by Industry, or Industry's invitee, Industry shall provide written notice to Railroad, and Railroad will use commercially reasonable efforts to remove such railcar. If any such railcar was properly waybilled to Industry's facility, Railroad shall not be liable to Industry for any such delivery or removal; provided, however, that notwithstanding any other provision of this Agreement, if such railcars delivered by Railroad release any Hazardous Materials, as defined in Section 8 hereof, and if such railcars were creating such releases or were in a dangerous or defective condition before Railroad brought such locomotives or railcars on to the Industry Segment, Railroad shall indemnify Industry for any losses, liabilities, claims, damages, or remediation costs caused by such releases of Hazardous Materials.

7.3 Railroad shall be deemed to have delivered any railcar consigned to or ordered by Industry when such railcar has been placed on Industry's Segment, so as to allow access by Industry, and Railroad's locomotive has uncoupled from the railcar. At that time, Railroad shall be relieved of all liability as a common or contract carrier or as a bailee, and possession of the railcar and its contents shall be transferred to Industry. Similarly, any obligation of Railroad as a common or contract carrier or as a bailee shall not begin until it has coupled its locomotive to the loaded railcar and departed the Sidetrack.

7.4 Industry is responsible for all railcars and their contents while in Industry's possession and assumes all responsibility for payment of all damage to any railcar and its contents that may occur during that time, even if caused by third parties.

7.5 If Railroad is unable to deliver a railcar on the Sidetrack for loading or unloading due to the acts of Industry or any third party, then such railcar will be considered as constructively placed for demurrage purposes at the time of attempted delivery.

8. HAZARDOUS MATERIALS:

8.1 Sections 8.3 and 8.4 herein, shall apply when the Sidetrack is used for the delivery or tender of any dangerous, flammable, explosive or hazardous commodity (hereinafter "Hazardous Materials"), as determined by the U.S. Department of Transportation under the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, et seq.) and the Hazardous Materials Regulations (49 C.F.R. Parts 170-179) issued thereunder, as amended from time to time.

8.2 Excepting railcar shipments, no Hazardous Materials shall be placed: (A) on the Sidetrack; (B) within the clearance requirements established herein; or (C) within one hundred (100) feet of Railroad's connecting Y track or mainline track.

8.3 Industry shall comply with all recommended practices of the Association of American Railroads and all Governmental Requirement(s) regarding the loading, unloading, possession, transfer and/or storage of Hazardous Materials, including but not limited to the installation and use of pollution abatement and control structures and other equipment that is prudent or required under such practices and/or Governmental Requirement(s).

8.4 In the event of a Hazardous Materials leak, spill, or release, Industry shall immediately notify the appropriate Governmental Response Center and Railroad's Operations Center and, at its sole expense, take all appropriate steps to clean, neutralize and remove the spill.

9. ALTERATIONS:

9.1 Industry shall supply Railroad with construction plans of any addition, deletion or modification, including grade crossings, (hereinafter jointly the "Alterations") to Industry's Segment of the Sidetrack, and obtain Railroad's written consent (which will not be unreasonably withheld) prior to making any Alterations. The Alterations are also subject to the aforementioned Specifications.

10. SUSPENSION AND TERMINATION:

10.1 Railroad may temporarily suspend its operations over the Sidetrack if, in its sole opinion, the condition of Industry's Segment of the Sidetrack is unsafe. Railroad may impose the suspension orally, but shall also provide a written notice to Industry regarding such temporary suspension.

10.2 Either Party may terminate this Agreement upon the default of the other Party. The Party claiming a default must provide the other Party with notice. If the default is not corrected within thirty (30) days of the date of such notice, the Party claiming default may terminate this Agreement upon written notice. Use of the Sidetrack by either Party during any notice period shall not be considered as a waiver of any default claimed by it.

10.3 Industry understands that, on a yearly basis, its members collectively must tender and/or receive at least ten (10) railcar shipments over the Sidetrack in order for Railroad to continue to keep Railroad's Segment of the Sidetrack in place. Should Railroad determine that the number of railcar shipments has fallen below this level, Railroad may notify Industry and offer to continue to keep Railroad's Segment in place in exchange for payment of an annual continuation charge

from Industry. The amount of the continuation charge may vary from year to year. Industry shall have a period of thirty (30) days from the date of notice from Railroad within which to either accept or decline payment of the continuation charge. Should Industry decline to pay the continuation charge or not respond during the thirty (30) day period, then Railroad shall have the right to suspend service over the Sidetrack or to terminate this Agreement upon notice to Industry.

10.4 Railroad shall notify Industry in writing if Railroad develops a plan to abandon the "Y track" or seeks any authorization approval, or exemption allowing or covering the abandonment or discontinuance of service on the Railroad's connecting Y track or mainline track. Industry reserves the right to oppose any such request, petition, or application. This Agreement will terminate, without the necessity of further notice, upon the abandonment of Railroad's connecting Y track or mainline track.

10.5 Either Party may terminate this Agreement, beginning five (5) years after the Effective Date by extending thirty (30) days' notice to the other Party. Notwithstanding the foregoing, if the Association or the City is a party to an active grant or public funding agreement, this Agreement may not be terminated until the applicable grant or public funding agreement is terminated.

10.6 Upon the termination of this Agreement, Industry shall remove that portion of its Segment that rests upon the right-of-way of Railroad. If not removed within sixty (60) days after such termination, title to that remaining Segment will pass to the Railroad, which may then remove it and restore the underlying right-of-way at the expense of the Industry. Railroad shall compensate Industry fully for the salvage value of any track or equipment removed by Railroad.

10.7 Railroad provides transportation service to Industry and/or its members over the Sidetrack. Railroad may make changes in its signal and switching technology in response to changes in regulation. Railroad may invoice, and Industry shall pay, amounts necessary for the installation of switch, signal and other upgrades associated with the Sidetrack which are required to meet Federal, State or local laws or regulations. Railroad will have the right to discontinue shipments over the Sidetrack or terminate this Agreement upon thirty (30) days advance written notice if Industry does not pay any amount invoiced by Railroad for upgrades pursuant to this paragraph.

10.8 If Railroad violates any regulation or statutory provision administered by the Surface Transportation Board or any successor agency, Industry and its members reserve the right to seek appropriate relief from the Surface Transportation Board or its successor agency.

11. LIABILITY AND INSURANCE:

11.1 Except as otherwise provided herein, any and all damages, claims, demands, causes of action, suits, expenses, judgments and interest whatsoever (hereinafter collectively "Losses") in connection with injury to or death of any person or persons whomsoever (including employees, invitees and agents of the Parties hereto) or loss of or damage to any property whatsoever arising out of or resulting directly or indirectly from the construction, maintenance, repair, use, alteration, operation or removal of the Sidetrack shall be divided between the Railroad and Industry as follows:

(A) Each Party shall indemnify and hold the other Party harmless from all Losses arising from the indemnifying Party's willful or gross negligence, its sole negligence and/or its joint or concurring negligence with a third party. Under this Section 11.1(A), Railroad shall be responsible for the acts and omissions of its affiliate, EVWR.

(B) The Parties agree to jointly defend and bear equally between them all Losses arising from their joint or concurring negligence.

(C) Notwithstanding the foregoing, and irrespective of the sole, joint or concurring negligence of Railroad, Industry acknowledges that it is solely responsible for and agrees to indemnify and save Railroad harmless from all Losses arising from: (i) the failure of Industry to properly maintain its Segment of the Sidetrack; (ii) the construction, alteration or removal of the Sidetrack by Industry; (iii) the presence of a Close clearance on Industry's Segment; or (iv) the explosion, spillage and/or presence (not in a railcar) of Hazardous Materials on its properties, facility or on Industry's Segment, but only when such Losses would not have occurred but for the dangerous nature of the Hazardous Materials, except where such Losses stem from releases of Hazardous Materials from railcars or equipment placed on Industry's Segment by Railroad for Railroad's own purposes and not at the request of Industry. Nothing in this Section 11.1(C) shall require Industry to bear any responsibility for, or assume any indemnification obligation for, Losses attributable to releases of Hazardous Materials from locomotives or railcars that were creating such releases or were in a dangerous or defective condition before Railroad brought such locomotives or railcars on to the Industry Segment.

(D) Railroad may be the lessee/operator of the yard track or Y track that connects with the Sidetrack. In that event, the indemnities from Industry to Railroad under this section shall also include the lessor/owner of such track.

(E) Nothing in this Section 11.1 shall require Industry to bear any responsibility for, or assume any indemnification obligations for, Losses attributable to the negligent acts or omissions of Railroad's affiliate, EVWR.

11.2 Industry at its sole cost and expense must procure and maintain in effect during the continuance of this Agreement, a policy of Commercial General Liability Insurance (CGL), naming Railroad, and/or its designee, as additional insured for insurable claims caused, in whole or in part, by Industry as respects this Agreement and including contractual liability coverage supporting liability assumed by Industry under this Agreement. A coverage limit of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence and in the aggregate for bodily injury liability and property damage liability is required to protect Industry's assumed obligations. If said CGL insurance policy(ies) do(es) not automatically cover Industry's contractual liability under this Agreement, a specific endorsement adding such coverage shall be purchased by Industry. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Industry shall arrange for adequate time for reporting losses. Failure to do so shall be at Industry's sole risk.

The evidence of insurance coverage shall be provided to Railroad naming Railroad as certificate holder. Industry or its insurer shall provide at least thirty (30) days' notice to Railroad of cancellation of any required coverage that is not replaced. Mail CGL certificate, along with

agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com. Securing such insurance shall not limit Industry's liability under this Agreement, but shall be security therefor.

11.3 The Parties agree that nothing in this Section 11 shall be interpreted or construed to impose any duty, indemnification obligation, or responsibility on the City.

11.4 Specifically to cover construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Industry shall: (a) notify Railroad; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Railroad, Railroad Protective Liability (RPL) Insurance, naming Railroad, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Railroad prior to commencement of such construction or demolition. Railroad reserves the right to demand higher limits.

At Railroad's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Industry may pay Railroad, at Railroad's current rate at time of request, the cost of adding this Agreement, or additional construction and/or demolition activities, to Railroad's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage may be offered at Railroad's discretion and may not be available under all circumstances.

12. ASSIGNMENT:

12.1 This Agreement may not be assigned without the written consent of the other Parties, but shall be assumed by their successors through merger or acquisition. Industry may sell or assign its Segment of the Sidetrack and right-of-way upon notice to Railroad, but such transactions shall not affect this Agreement or carry any rights regarding any rail service described in this Agreement.

12.2 The members of the Association are the third party beneficiaries of this Agreement and have the right to enforce the Agreement, vis-à-vis Railroad.

12.3 The Association may delegate any of its rights or obligations under this Agreement to Association members; provided, however, that any such delegation shall not relieve the Association from its obligations under this Agreement.

12.4 Notwithstanding the provisions of Sections 12.1 or 10.4, Railroad may assign this Agreement to any new owner or operator of Railroad’s connecting track.

13. COOPERATION ON GRANT FUNDING

13.1 Railroad understands and agrees that Industry and an independent real estate development firm may, in collaboration with the City, obtain grants or public funding for the construction of the Sidetrack. Railroad will cooperate with Industry and the City in this effort.

13.2 Upon reasonable request, Railroad will supply non-confidential information that may be requested by Industry or by State or local authorities in connection with any grant applications or any related project reviews.

14. MISCELLANEOUS:

14.1 Each provision of this Agreement is severable from the other provisions. If any such provision is ruled to be void or unenforceable, the remaining provisions will continue in full force and effect.

14.2 The section captions in this Agreement are for the convenience of the Parties and are not substantive in nature. All words contained in this Agreement shall be construed in accordance with their customary usage in the railroad industry.

14.3 The failure of any Party to enforce any provision of this Agreement or to prosecute any default will not be considered as a waiver of that provision or a bar to prosecution of that default unless so indicated in writing.

14.4 All notices shall be in writing, shall be sent to the address contained in the introductory section and shall be considered as delivered: (A) on the next business day, if sent by telex, telecopy, telegram or overnight carrier; or (B) five (5) days after the postmark, if sent by first class mail.

14.5 The late payment of any charge due Railroad pursuant to this Agreement will result in the assessment of Railroad's then standard late fee and interest charges at the rate of eight percent (8%) per annum, or at the highest lawful rate, until payment in full is received.

14.6 Industry agrees to reimburse Railroad for all reasonable costs (including attorney's fees) incurred by Railroad for collecting any amount due under this Agreement. Railroad agrees to reimburse Industry for all reasonable costs (including attorney’s fees) incurred by Industry for collecting any amount due under this Agreement.

15. INDUSTRY SWITCHING:

15.1 The Association and its individual members shall have the right to switch with their own trackmobiles or locomotive power over its Segment of the Sidetrack under the terms hereof. However, in no event shall the Association or its members perform any switching service or operate over Railroad's Segment of the Sidetrack, or over any other trackage owned by Railroad. Any device used by the Association or its members to move railcars on its Segment of the Sidetrack (whether trackmobile, locomotive or other) shall be disconnected from said railcars and locked and secured by the Association or its members when not in use. Further, in consideration therefor, any Association member conducting these operations assumes all risk of loss, damage, cost, liability, judgment and expense, (including attorneys' fees) in connection with any personal injury to or death of any persons, or loss of or damage to any property, whether employees of either the

Association or its members or Railroad or third persons, or property of Association, Association members, or Railroad or of other persons, that may be sustained or incurred in connection with, or arising from or growing out of, the operation of any such trackmobile or locomotive power upon said Sidetrack; provided, however, that this provision shall not apply to losses, damages, costs, liabilities, judgments, or expenses that are attributable primarily to negligence or willful misconduct by Railroad.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

16. ENTIRE UNDERSTANDING:

16.1 This Agreement constitutes the entire understanding of the Parties, is to be construed under the laws of the State of Florida, may not be modified without the written consent of both Parties, and has been executed by their duly authorized officials.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Railroad:

David Nichols

CSX TRANSPORTATION, INC.

By: Catherine Adkins

Print/Type Name: Catherine Adkins

Print/Type Title: Director Real Estate

Witness for Industry / Association:

Mclary Carcamo

CENTRAL FLORIDA INTERMODAL LOGISTICS CENTER PROPERTY OWNERS' ASSOCIATION, a Florida nonprofit corporation

By:

Print/Type Name: James C. Ford

Print/Type Title: Member

Exhibit D

Estimated Budget

27-Jun-25

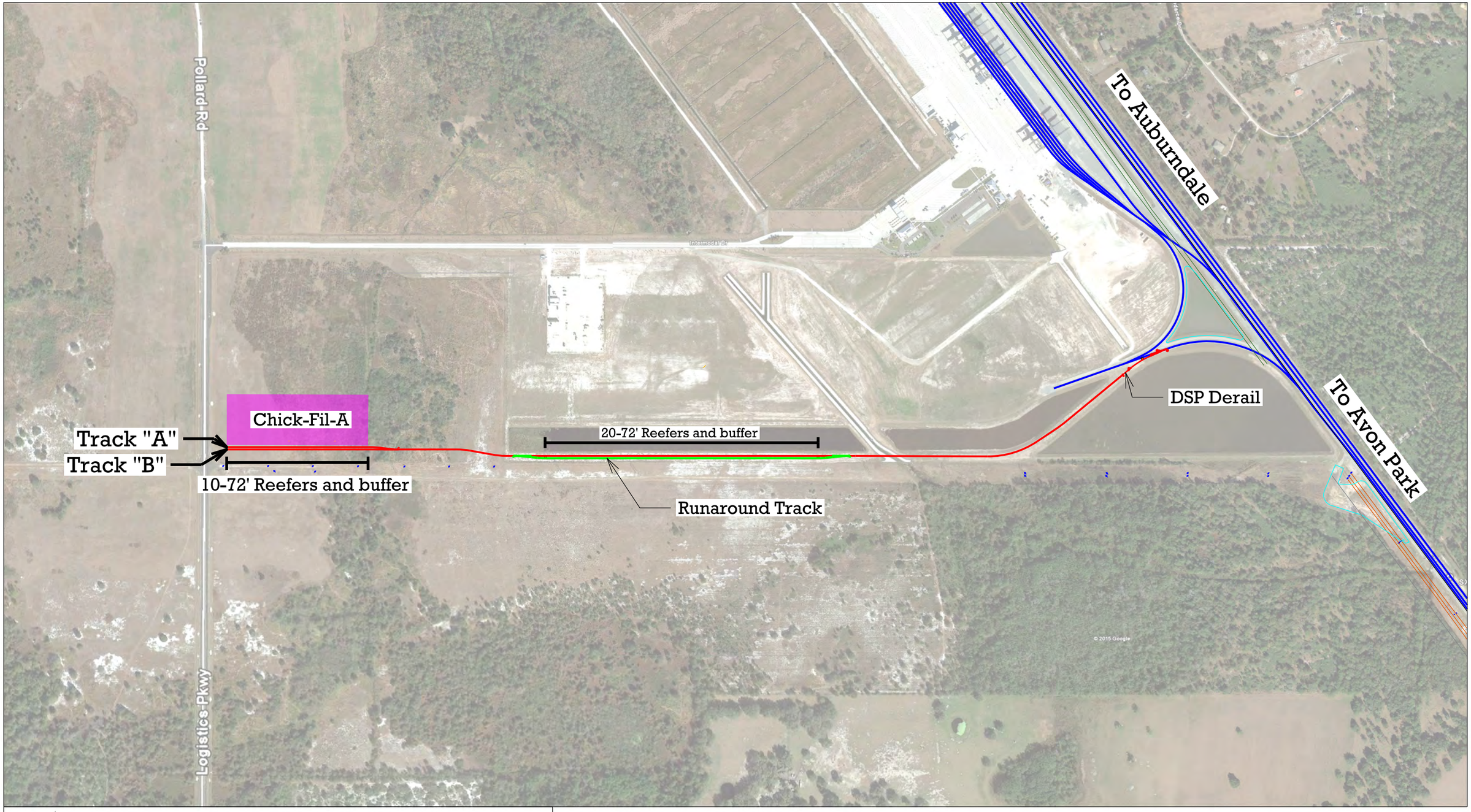
IPL TRACK
WHILP
Winter Haven, FL

	Expenses	Participation	Commerce Grant
Expenses			
Design	$125,000.00		
IPL Track Construction	$887,548.00		
Civil Construction	$882,064.00		
Turnout/Switch(CSX)	$142,140.00		
Easement (EVWR)	$300,000.00		
Run Around Track	$665,998.00		
Construction Management	$50,000.00		
Participation			
Commerce Grant			$1,500,000.00
Tratt Properties		$550,164.44	
CSX		$0.00	
EVWR		$0.00	
CFA Supply		$952,585.56	
City of WH		$50,000.00	
Contingency	$0.00		
	$3,052,750.00	$1,552,750.00	$1,500,000.00
		$3,052,750.00	

Proove Up (Tratt/CFA)	$3,052,750.00	
	$1,500,000.00	
	$1,552,750.00	
City of WH	$50,000.00	
CSX	$0.00	
CFA Operation Run Around Track	$665,998.00	
	$836,752.00	
Tratt 65.75%	$550,164.44	
CFA 34.25%	$286,587.56	

Exhibit E

Conceptual Design



LEGEND

Existing Track

Proposed Track

500 250 0 250 500

Aprox SCALE (FT)

This conceptual drawing has been prepared based on preliminary available site information and has not been field verified; it is intended for discussion and planning purposes only. All dimensions are subject to verification by the customer, and final design is subject to approval by CSX.

CSX Business Development

PROJECT: **Proposed Sidetrack To Serve Chick-Fil-A**

LOCATION: **Winter Haven, FL**

REGION:	SOUTHEAST	DATE:	07/19/2024
MP:	SX-833	DRAWING No:	J-24126
BY:	CPB	SHEET:	1 of 1

REV BY:	REV DATE:	DESCRIPTION:
CPB	05/01/2025	REV #1: 20-Car Runaround Added

Exhibit F

Escrow Agent Cost Accounting Breakdown Form

PAYMENT REQUEST; TOTAL AMOUNT OF REQUEST	TRATT DEPOSIT	CFA DEPOSIT
	+ [Amount of Initial Tratt Deposit]	+ [Amount of Initial CFA Deposit]
1 [DATE]		
2 [DATE]		
3 [DATE]		
4 [DATE]		
5 [DATE]		
6 [DATE]		
7 [DATE]		
8 [DATE]		
9 [DATE]		
10 [DATE]		
BALANCE	[Net amounts in this column]	[Net amounts in this column]

CFA Additional Deposits or Tratt Additional Deposits, if any, should be listed as credits in the blue boxes above, as received. If no such Additional Deposits are received, the blue boxes should remain blank.

Each yellow box should be completed with the amount of the applicable Payment Request to be disbursed from the Tratt Deposit or CFA Deposit, as the case may be, in accordance with the terms of the Cooperation Agreement.

The following page containing additional details about the applicable Payment Request shall be completed and delivered by Tratt and/or CFA to the Escrow Agent with the above form.

PAYMENT REQUEST DETAILS:

Payment Request Number: _____
Date of Payment Request: _____

Amount of Payment Request: $_____
Amount of Payment Request disbursed from Tratt Deposit: $_____
Amount of Payment Request disbursed from CFA Deposit: $_____, of which
(i) $_____ is for CFA Track Costs (the line item "Run Around Track"), and
(ii) $_____ is for Rail Extension Costs

Additional Information (if applicable):

NOTE: A copy of any invoice or other payment related information received from the City in connection with this Payment Request shall be attached hereto and submitted by Tratt and/or CFA with this Payment Request Cost Breakdown Form, together with copies of any interim or final lien waivers required under the Cooperation Agreement.

DATE: March 11, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Frederick J. Murphy, Jr., Esquire
City Attorney

SUBJECT: Approve execution of corrective instruments regarding the City of Winter Haven's purchase from Astute Financial Corporation / Conservation Easement between the City of Winter Haven and Polk County

---

BACKGROUND

The closing of the City's purchase of lands from Astute Financial Corporation was completed on November 17, 2025. On November 24, 2025 a Conservation Easement over these lands was conveyed by the City to Polk County, Florida.

In late January, 2026, when indexing the Warranty Deed from Astute to the City for these lands, the Polk County Property Appraiser's office contacted the City Attorney's office to advise that the legal description in the said Warranty Deed included property that was already owned by Fyock Properties LLC. The Fyock Properties LLC lands are approximately 0.48 +/- acres and were conveyed out from Astute in 2000 to Parminter Auto Sales, Inc., Fyock Properties LLC predecessor in title.

Upon receiving this information, the City Attorney reviewed the survey that was completed for this project by Pennoni and updated title information and confirmed that the approximate 0.48 +/- acres of land owned by Fyock Properties LLC was inadvertently included in the legal description for the lands conveyed by Astute to the City in November, 2025 and in that Conservation Easement given by the City to Polk County on November 24, 2025.

An updated and corrected survey of the lands that were intended to be conveyed to the City by Astute along with an updated title examination have been obtained and reviewed in order to take appropriate corrective actions regarding this matter.

The approximate 0.48 +/- acres of land are all located on the east side of U.S. Highway 17 and removing same from the City lands acquired from Astute and the Conservation Easement will have no impact on

the City's conservation goals and obligations under the Conservation Easement or the City's planned uses for these lands.

The purpose of this agenda item is to approve and authorize the execution, delivery and recording of the following corrective documents, to wit:

1. A Quit Claim Deed from the City of Winter Haven to Fyock Properties LLC conveying the approximate 0.48 +/- acres inadvertently included in the original Survey and Warranty Deed into the City from Astute Financial Corporation; and
2. A First Amendment to that Conservation Easement amending the boundary/property attached as Exhibit "A" (legal description) to the Conservation Easement conveyed to Polk County by the City to reflect the correct legal description and removal/release of the approximate 0.48 +/- acres of land owned by Fyock Properties LLC from the Conservation Easement.

Polk County staff has reviewed the form of the Quit Claim Deed and First Amendment to the Conservation Easement and find same acceptable. The First Amendment to the Conservation Easement will be presented to the BoCC for approval at its meeting on April 7, 2026.

FINANCIAL IMPACT

There will be no financial impact as a result of this matter.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Environmental Stewardship
- **Goal:** 4.4 – Integrate the elements of the One Water philosophy to ensure a balance between water supply and nature.
- **Strategy:** 4.4.1 – Continue to explore acquisition and/or activation opportunities of propriety parcels that significantly benefit sustainable water resource initiatives.

RECOMMENDATION

Staff and the City Attorney recommend the City Commission approve the Quit Claim Deed; and First Amendment to the Conservation Easement with Polk County, and authorize the Mayor and other City Officials to execute the Quit Claim Deed; and First Amendment to the Conservation Easement with Polk County, and for the City Manager or his designee to take any and all actions necessary regarding the delivery and recordation of the Quit Claim Deed; and First Amendment to the Conservation Easement.

ATTACHMENTS

- Quit Claim Deed to Fyock Properties LLC
- First Amendment to the Conservation Easement with Polk County

Prepared by and return to:
Frederick J. Murphy, Jr.
Attorney at Law
BOSWELL & DUNLAP LLP
245 South Central Avenue
Bartow, FL 33830
863-533-7117
File Number: **253767**

_____[Space Above This Line For Recording Data]_____

Quit Claim Deed

This Quit Claim Deed made this _____ day of _____, **2026** between **City of Winter Haven, Florida, a Florida municipal corporation** whose post office address is **451 Third Street, N.W., Winter Haven, FL 33881**, grantor, and **Fyock Properties, LLC, a Florida Limited Liability Company** whose post office address is **202 Cattail Way, Lake Alfred, FL 33850**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Polk County**, **Florida** to-wit:

> **That part of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 28 South, Range 26 East, Polk County, Florida, lying West of the right of way of old CSX Railroad, East of the right of way of U.S. Highway #17 and North of the North bank of drainage canal.**
>
> **Parcel Identification Number: 262805-000000-024070.**

This Quit Claim Deed is given to correct the legal description in that Warranty Deed between Astute Financial Corporation, Grantor, and the City of Winter Haven, Florida, Grantee, dated November 9, 2025, and recorded on November 18, 2025, in Official Records Book 13781, Pages 231 through 232, of the Public Records of Polk County, Florida, wherein the above described land was inadvertently included in the lands conveyed to the City of Winter Haven, Florida by Astute Financial Corporation. These lands had already been conveyed by Astute Financial Corporation in February 2000, by virtue of a Corporate Deed dated February 22, 2000, and recorded on February 24, 2000, in Official Records Book 4408, Page 470, to Parminter Auto Sales, Inc., the Grantee's predecessor in title.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

City of Winter Haven, Florida,
a Florida Municipal Corporation

ATTEST WITH SEAL:
By_____
Vanessa Castillo, City Clerk

By_____
Brian William Yates, Mayor

Approved as to correctness and form:

By_____
Frederick J. Murphy, Jr., City Attorney

State of Florida
County of Polk

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this ____ day of _____, 2026, by Brian William Yates, as the Mayor of the City of Winter Haven, Florida, who [_] is personally known to me or [_] has produced a driver's license as identification and who is authorized to execute same on behalf of the City of Winter Haven, Florida, a Florida municipal corporation.

[Notary Seal]

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

FIRST AMENDMENT TO CONSERVATION EASEMENT

This First Amendment to Conservation Easement (this "**First Amendment**") is dated _____, 2026 by and between the CITY OF WINTER HAVEN, a Florida municipal corporation ("**Grantor**"), and POLK COUNTY, a political subdivision of the State of Florida ("**Grantee**"), (each a "**Party**" and collectively, the "**Parties**").

WITNESSETH:

WHEREAS, the Grantor and Grantee are parties to that certain Conservation Easement dated November 24, 2025, and recorded on December 8, 2025, in Official Records Book 13801, Pages 1185 through 1274 of the Public Records of Polk County, Florida (the "**Conservation Easement**"); and

WHEREAS, the Grantor and Grantee desire to amend the Conservation Easement, pursuant to this First Amendment to correct the Boundary/Property attached as Exhibit "A" (legal description) to the Conservation Easement; and

WHEREAS, except as amended herein, all of the terms and conditions of the Conservation Easement are reaffirmed by the Grantor, and Grantee.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, terms, and conditions contained in the Conservation Easement, and in this First Amendment, where applicable, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

§ 1. Incorporation of Recitals.

The above whereas clauses are hereby incorporated, deemed true, and are a factual basis for this First Amendment.

§ 2. Pursuant to paragraph 17 of the Conservation Easement, the Grantor and Grantee agreed to allow amendments and/or modifications so long as such amendments and/or modifications were in writing and executed by authorized representatives of the parties and approved by the governing body of the Parties.

§ 3. Amendment to the Boundary/Property attached as Exhibit "A" (legal description) to the Conservation Easement.

Exhibit "A" attached to the Conservation Easement is hereby deleted and replaced with the Boundary/Property attached as Exhibit "A" (legal description) and incorporated herein by reference.

§ 4. Balance of Conservation Easement.

All other provisions of the Conservation Easement, unless expressly amended or modified by this First Amendment, shall remain in full force and effect.

§ 5. Counterparts; Electronic or Facsimile Signatures.

This First Amendment may be signed in counterpart with electronic or facsimile signatures constituting original signatures for all intents and purposes.

§ 6. Amendments.

Any further amendments to the Conservation Easement, as amended, shall be made in writing and signed by the Parties pursuant to Paragraph 17 thereof.

§ 7. Effective Date.

The Effective Date of this First Amendment shall be the date upon which the Grantor's governing body approves this First Amendment.

[*The balance of this page intentionally left blank*.]

Signatures follow on Pages 3 through 4.

IN WITNESS WHEREOF, the Parties have each executed this First Amendment to Conservation Easement as of the respective dates shown below.

City of Winter Haven, a Florida municipal corporation

By: _____

Brian William Yates, Mayor

Date: _____

ATTEST:

_____
Vanessa Castillo, MMC, City Clerk

Approved as to form:

_____
Frederick J. Murphy, Jr., Esquire
City Attorney

STATE OF FLORIDA

COUNTY OF POLK

The forgoing instrument was acknowledged before me

by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2026, by Brian William Yates, as Mayor of the City of Winter Haven, on behalf of the Grantor, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public- State of Florida

Sign: _____

My Commission Expires: _____

Print Name: _____

SEAL

Counter-part Signature Page Two of Two

POLK COUNTY, a political subdivision of the State of Florida, Grantee

By: _____ (SEAL)

Martha Santiago, Ed.D., Chair

Date: _____

STATE OF FLORIDA

COUNTY OF POLK

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this ____ day of _____, 2026, by Martha Santiago, as Chair of the Polk County Board of County Commissioners, on behalf of the Grantee, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public- State of Florida

Sign: _____

My Commission Expires _____

Print Name: _____

SEAL

EXHIBIT "A"

The South 1/2 of the SW 1/4 less right-of-way for State Road 600; all that part of the South 1/2 of U.S. Government lot 3 which lies West of the Seaboard Coastline Railroad less right-of-way for State Road 555 lying in Section 5, Township 28 South, Range 26 East, Polk County, Florida, LESS That part of the SW 1/4 of the SE 1/4 of Section 5, Township 28 South, Range 26 East, Polk County, Florida, lying West of the right of way of old CSX Railroad, East of the right of way of U.S. Highway #17, and North of the Northbank of drainage canal;

AND

All that part of U.S. Government Lot 2 lying west of the State Road 555 and north of the right-of-way for Elfenbein Road, lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida;

AND

All that part of U.S. Government Lot 3 lying north of the right-of-way for Elfenbein Road, lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida;

LESS that part of U.S. Government Lots 2 and 3 lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida, being further described as follows: Commence at the Northwest corner of the South one-half of U.S. Government Lot 3 in Section 8, Township 28 South, Range 26 East, Polk County, Florida, run thence South along the West boundary of said Lot 3, 128.70 feet, thence East, 124.74 feet, thence South 09°57'00" West, 25.45 feet to a point on the Southerly right-of-way of Brigham Road, thence North 88°06'21" East along said right-of-way, 529.35 feet, to the P.C. of a curve concave to the Southwest having a radius of 255.00 feet, thence continue along said right-of-way and said curve through a central angle of 43°31'39", an arc distance of 193.72 feet, a chord distance of 189.10 feet, a chord bearing of South 69°07'49" East to the P.T. of said curve, thence continue along said right-of-way, South 47°22'00" East, 561.68 feet, thence continue along said right-of-way, South 89°34'00" East, 756.44 feet to its intersection with the Westerly right-of-way of U.S. 17, thence North 00°45'45" East, along said right-of-way, 50.00 feet to a point on the Northerly right-of-way of Brigham Road and the POINT OF BEGINNING. Run thence North 00°45'46" East, along the Westerly right-of-way of U.S. 17, 425.00 feet, thence North 89°34'00" West, parallel with Brigham Road leaving said right-of-way, 950.00 feet, thence South 00°45'46" West parallel with the Westerly right-of-way of U.S. 17, 233.25 feet to a point on the Northeasterly right-of-way of Brigham Road, thence South 47°22'00" East along said right-of-way, 285.46 feet, thence continue along said right-of-way, South 89°34'00" East, 737.43 feet to the POINT OF BEGINNING. Containing 8.80 acres, more or less;

LESS Florida Department of Transportation Borrow Pit Lying in Section 8, Township 28 South, Range 25 East, Polk County, Florida, as depicted on Florida Department of Transportation Right of Way Map for State Road 555 (U.S. 17) Section 16030-2503;

AND LESS that part of U.S. Government Lot 3 lying north of the right-of-way for Brigham Road (formerly known as Elfenbein Road), lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida being further described as follows: BEGIN at the northwest corner of the South 1/2 of said U.S. Government Lot 3 for the POINT OF BEGINNING; thence North 00°47'54" West, along the west line of said Lot 3, a distance of 496.88 feet; thence North 89°12'06" East, 340.49 feet; thence South 47°41'52" East, 524.06 feet; thence South 89°53'52" East, 334.67 feet; thence South 00°29'15" West, 210.42 feet

to the northwest corner of a parcel described in Official Records Book 8518, Page 441, Public Records of Polk County, Florida; thence continue South 00°29'15" West, along the west line of said parcel, 239.01 feet to the northerly right-of-way line of Brigham Road; thence along said northerly right-of-way line for the following four (4) courses; (1) thence North 47°22'00" West, 282.39 feet to a point on a non-tangent curve to the left, having a radius of 275.00 feet, a central angle of 44°31'39", a chord bearing of North 69°37'49" West, and a chord distance of 208.38 feet; (2) thence Northwesterly along the arc of said curve, 213.72 feet; (3) thence South 88°06'21" West, 464.56 feet; (4) thence North 88°26'39" West, 183.96 feet to the aforesaid west line of U.S. Government Lot 3; thence North 00°47'54" West, along said west line, 47.71 feet to the POINT OF BEGINNING. Said parcel containing 9.84 acres, more or less.

DATE: March 3, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

SUBJECT: Resolution R-26-09 - Florida Department of Environmental Protection, WRP16 Grant Award, A Sapphire Necklace Project

---

BACKGROUND

In December of 2023, the City acquired the initial gem of the Sapphire Necklace: The East Winter Haven Aquifer Recharge and Wetland Restoration project at Bradco Farm. On February 10, 2025, the City entered into an Interim Agreement with HGS, LLC (dba RES: Resource Environmental Services, LLC) through an unsolicited Public/Private Partnership (P3) proposal. Under this agreement RES will provide management, land services, design, and construction services for the wetland restoration, treatment, and recreation area. An integral component to the project involves securing approximately 100 acres of wetlands north of the Bradco site and south of Country Club Road, known as the "Northeast Lobe."

On July 2, 2024, the City applied for funding assistance through the Florida Department of Environmental Protection (FDEP) Protecting Florida Together program. On March 27, 2025, the City was notified of a WRP16 Grant award in the amount of $2,458,078. This grant requires 50% matching funds. The grant's work plan covers land acquisition, preconstruction (design), and wetland restoration (construction) activities. Matching funds can include costs incurred by the City starting from the agreements effective date of July 1, 2024, which includes tasks outlined in the RES interim agreement.

FINANCIAL IMPACT

Funds are budgeted in Fiscal Year 2025/2026 under Capital accounts 402-08-305-6101 - Land and 402-08-305-6301 - Project Expenses, for the matching funds. Additionally, funds are reflected in the five-year capital improvement plan under the 6301-UTL-2607 - East Winter Haven Aquifer Recharge and Wetland Restoration project to support the project funding.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.3 – Ensure an actionable strategy is in place for the future of water resources.
- **Strategy:** 3.3.4 – Maintain relationships with local regional, state, and federal regulatory and cooperative agencies directly related to integrated water resource management.

RECOMMENDATION

Staff recommends the City Commission accept the Florida Department of Environmental Protection, WRP16 Grant, A Sapphire Necklace Project, execute Resolution R-26-09 and authorize the City Manager, or his designee, to take any and all actions necessary thereto.

ATTACHMENTS

- Resolution R-26-09
- Exhibit A to Resolution R-26-09 (FDEP WRP 16 Grant Agreement)
- East Winter Haven Aquifer Recharge and Wetland Restoration concept

RESOLUTION NO. R-26-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA, AUTHORIZING THE CITY MANAGER AND APPROPRIATE CITY OFFICIALS TO EXECUTE AND TO TAKE ALL OTHER NECESSARY ACTIONS REGARDING THAT CERTAIN STANDARD GRANT AGREEMENT BETWEEN THE CITY OF WINTER HAVEN AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) UNDER AGREEMENT NUMBER WRP16 FOR FUNDING FOR THE DESIGN AND CONSTRUCTION OF BRADCO FARM EXTENSION WETLAND RESTORATION (A SAPPHIRE NECKLACE PROJECT); 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 Standard Grant Agreement with the Florida Department of Environmental Protection ("FDEP") to provide funds for the design and construction of Bradco Farm Extension Wetland Restoration (a Sapphire Necklace Project) ("Project") as authorized by Chapters 273 and 274 of the Florida Statutes, and Florida Administrative Code 691-72 and 691-73 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 Standard Grant Agreement with the FDEP under Agreement Number WRP16 for funding for the design and construction of the Project, 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 Standard Grant Agreement under Agreement Number WRP16 with the FDEP for the purposes set forth hereinabove and any necessary amendments and to take all other necessary actions relating to the referenced Standard Grant Agreement with the FDEP 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 _____ day of _____, 2026.

CITY OF WINTER HAVEN, FLORIDA

BY: _____
MAYOR - COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Bradco Farm Extension Wetland Restoration (A Sapphire Necklace Project)**
Agreement Number: **WRP16**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Winter Haven**
Entity Type: **Local Government**
Grantee Address: **451 Third Street, NW, Winter Haven, FL 33881**
FEID: **596000453**
(Grantee)

3. Agreement Begin Date: **July 1, 2024 (Effective Date)**
Date of Expiration: **June 30, 2029**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long: (28.04404, -81.67402)**

Project Description: **The Grantee will acquire an approximately 100-acre parcel and perform preconstruction activities of the existing wetlands to assess restoration needs for desired conditions. Remaining funding will be used to conduct wetland restoration activities.**

5. Total Amount of Funding: **$ 2,458,078.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**Wetlands, GAA LI 1730A, FY 24-25, GR**	$ **2,458,078.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
■ Grantee Match		$ **2,458,078.00**
	Total Amount of Funding + Grantee Match, if any:	$ **4,916,156.00**

6. Department's Grant Manager
Name: **Cameron McMahan** or successor
Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000
Phone: **850-245-2944**
Email: **Cameron.McMahan@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Mark W. Bombard** or successor
Address: **City of Winter Haven**
401 6th St, SW
Winter Haven, FL 33880
Phone: **863-291-5853**
Email: **mbombard@mywinterhaven.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☒ Additional Exhibits (if necessary): **Exhibit G - Declaration of Restrictive Covenant**	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Winter Haven **GRANTEE**

Grantee Name

By _____ _____
(*Authorized Signature)* Date Signed

T-Michael Stavres, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____
Cameron McMahan, DEP Grant Manager

_____
Amanda Peck, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.
This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.
The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. WRP16

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Bradco Farm Extension Wetland Restoration (A Sapphire Necklace Project). The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☒	☒	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:

"By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the "Property") shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. WRP16), summarized in the Memorandum of Grant, which is attached hereto as Exhibit G and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP")

shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Polk County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer."

"Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. WRP16, the total funding amount paid by the State of Florida, the date of acquisition, and the Department's Grant Manager's name."

If for any reason the above-referenced federal and state deed language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall execute and record a separate Declaration of Restrictive Covenant that incorporates the Memorandum of Grant as an Exhibit, and that shall run with the title to the Property. The Grantee shall provide a copy of the recorded Declaration of Restrictive Covenant to the Department as evidence of compliance with this provision. Any applicable recording fees are the sole responsibility of the Grantee.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $2,458,078.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made upon execution or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property

damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Bradco Farm Extension Wetland Restoration (A Sapphire Necklace Project)

PROJECT LOCATION: The Project will be located in the City of Winter Haven (Grantee) within Polk County; Lat/Long (28.04404, -81.67402).

PROJECT BACKGROUND: The City of Winter Haven is situated at the headwaters of the Peace River and is a unique location for investment in projects that restore the regional natural systems that sustain the City's economy, environment, and quality of life and benefit the entire downstream watershed. The City's signature concept of the "Sapphire Necklace" is an area of connected and restored wetland features that surround the City of Winter Haven via a series of wetland nature parks. The Sapphire Necklace and its interconnected wetland system restore historical wetland areas to provide multiple water resource benefits, including flood protection, habitat creation, water quality improvements, and public recreational amenities. The City desires to weave together a series of nature parks with trails and a multi-modal transportation system that will provide sustainable social, economic, and environmental benefits for many generations, including benefits to the surface and groundwater systems for the much larger nine-county region of the Peace River and Floridan Aquifer watersheds.

The City's One Water Master Plan identifies the sites required to realize the Sapphire Necklace restoration concept and ranks them according to potential surface water storage volumes, wetland restoration/enhancement acreage, and Upper Floridan Aquifer recharge potential while also considering a site's readiness. This site is ranked as a priority Group 1 site as it provides flood protection in addition to habitat creation, water quality improvements, and public recreational amenities. Due to the restriction of funding and partial award, the focus will first be on acquiring 100 acres, then using any leftover money to provide as much wetland restoration as possible.

PROJECT DESCRIPTION: The Grantee will acquire an approximately 100-acre parcel and perform preconstruction activities of the existing wetlands to assess restoration needs for desired conditions. Remaining funding will be used to conduct wetland restoration activities.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Land Acquisition

Deliverables: The Grantee will acquire fee simple or less-than-fee simple interest on properties within the City of Winter Haven. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by the Grantee.

Documentation: The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

Task 2: Preconstruction Activities

Deliverables: The Grantee will complete the design of Bradco Farm Extension Wetland Restoration (A Sapphire Necklace Project) and obtain all necessary permits for the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Wetland Restoration

Deliverables: The Grantee will restore wetlands in the project area located within Polk County by methods including earthmoving, removal of invasive plant species, and natural plantings.

Documentation: The Grantee will submit: 1) dated color photographs of on-going work representing the time period covered in the payment request; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Land Acquisition	Land Acquisition	$1,500,000	$600,000	07/01/2024	03/31/2027
2	Preconstruction Activities	Contractual Services	$150,000	$1,050,000	07/01/2024	09/30/2027
3	Wetland Restoration	Contractual Services	$808,078	$808,078	07/01/2024	12/31/2028
		Total:	**$2,458,078**	**$2,458,078**		
		Percentage Match:	**50%**	**50%**		

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient 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), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2024-2025	37.039	Wetlands, GAA LI 1730A, FY 24-25, GR	$2,458,078	084115
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,458,078	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

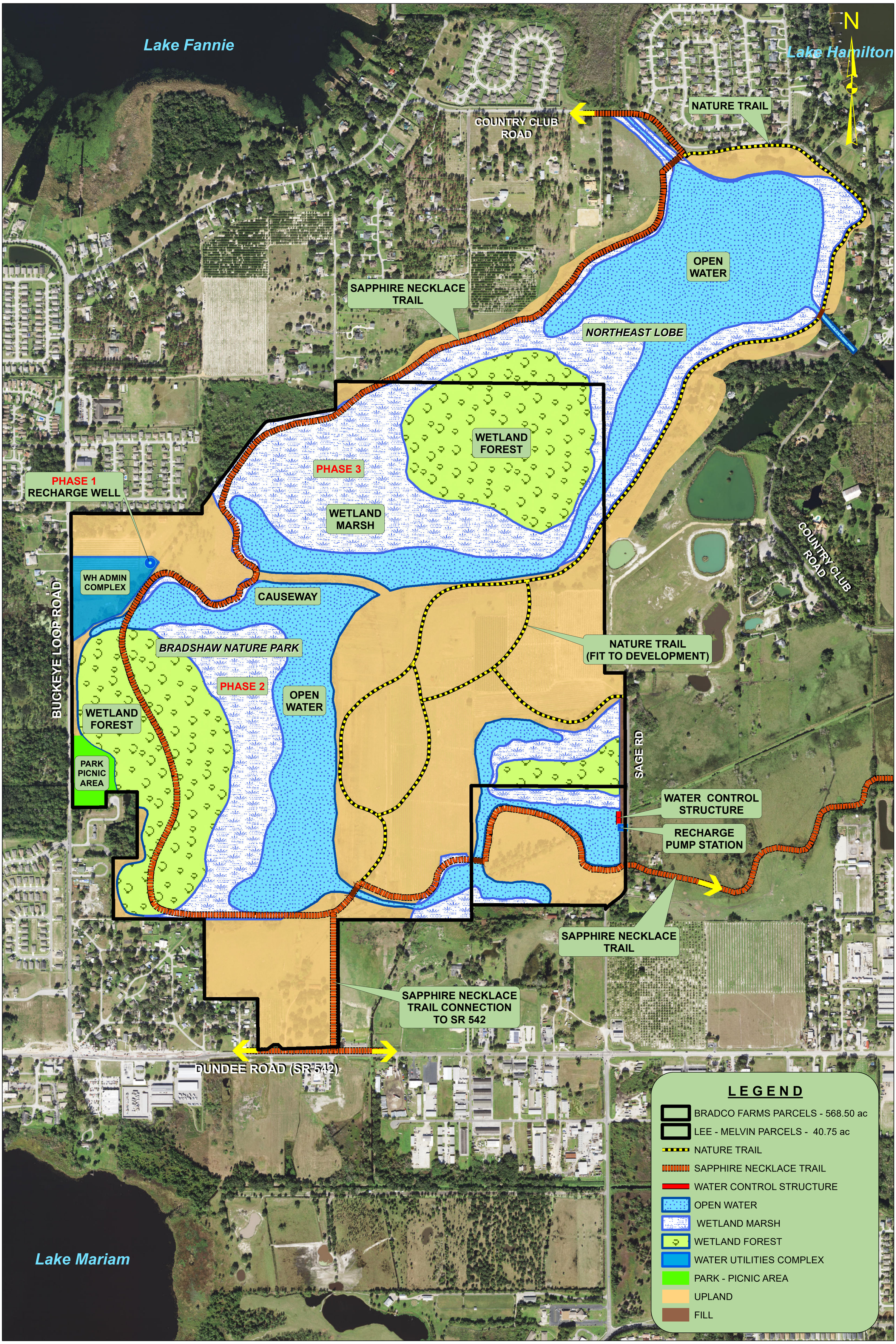
Please use the most current form found on the website, linked above, for each payment request.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DECLARATION OF RESTRICTIVE COVENANT
AGREEMENT NO. WRP16

EXHIBIT G

This Grant Agreement was executed on _____(date), by and between the Florida Department of Environmental Protection and the City of Winter Haven (Grantee), for in pertinent part, land acquisition in Polk County, Florida, for the purpose of wetland restoration. A copy of the Grant Agreement can be viewed at: https://facts.fldfs.com/ under "Agency Assigned Contract ID" search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee Florida 32399. The Grant Agreement and the required Conservation Easement/Restrictive Covenant implement an environmental benefit under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

This property was acquired with funds provided by the Department of Environmental Protection and will be managed in accordance with the applicable federal and State laws. This property may not be disposed of in any manner without the prior written approval of the Florida Department of Environmental Protection. This property must be used for restorative planting wetland purposes as its primary purpose(s). Secondary purposes of flood protection, water quality improvement, public access and passive recreation are permitted as long as the primary purpose is maintained. The property may not be used for any purposes other than the primary or secondary purposes described above, without the prior written approval of the Florida Department of Environmental Protection. If any provision, in whole or in part, of this deed restriction should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this section which shall continue to bind the parties. These deed restrictions on disposal of the property and the use of the property are perpetual.



BradcoFarmsNatParkExtents.pdf 02012023 ggree

EAST WINTER HAVEN AQUIFER RECHARGE AND WETLAND RESTORATION

DATE: March 23, 2026

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Director of Economic Opportunity and Community Investment
Cedric Cox, Asst. Director of Economic Opportunity and Community Investment

FROM: Nancy Hurley, Affordable Housing Compliance Manager

SUBJECT: Resolution R-26-10: Local Housing Assistance Plan (LHAP) 2026-2029

BACKGROUND

The SHIP Program is a state program authorized under F.S. 420.907, formed through the Florida State Legislature passage of the William E. Sadowski Act (the ACT) on July 7,1993. The Act designated the Florida Housing Finance Corporation (FHFC) to administer the program. FHFC has established guidelines for SHIP operations pursuant to Florida Administrative Code, Rule 67-37. Additionally, the SHIP Program is funded from the collection of documentary stamp tax fees and is part of the state's budget. SHIP was designed to provide housing assistance to very low-, low-, and moderate-income households.

The SHIP Program is available to all counties in the State as well as to cities which have a population of 50,000 or more. In order to participate in the program, the local government must develop a Local Housing Assistance Plan (LHAP). The LHAP covers a three-year period and outlines the various housing activities that the jurisdiction will undertake in the next three years.

The City is expected to receive approximately $422,449 in funding for FY 2026-2027. The funds will cover a variety of housing activities. The City has prioritized rehab and emergency repairs as its area of concentration, but will also provide down payment assistance. Other uses are listed below:

ELIGIBLE USES:

- New construction
- Acquisition
- Leveraging with federal grants
- Homeownership counseling
- Disaster Assistance

In an effort to better serve the City's most vulnerable population, edits to the Owner-Occupied Rehabilitation strategy are proposed. They are as follows:

- Owner Occupied Rehabilitation assistance to moderate income households will be limited to 10% of the grant funding.
- A former client may re-apply and be considered for repeat assistance once all applicants currently on the waiting list have been served and funds are still available.
- Clarifying language added regarding home ownership, status of first mortgages and taxes, and using SHIP funds to correct code compliance cases.
- Applicants may not own more than 25% of another income producing rental property to qualify for the Owner-Occupied Rehabilitation strategy.
- The assessed value of the home (Polk County Property Appraiser) cannot exceed $250,000.
- Applicants must live in the home for at least one (1) year prior to the date of application and have a current homestead exemption.

The requirements above are consistent with Polk County's Owner-Occupied Rehabilitation strategy requirements.

NOTIFICATION

A notice was published in the Winter Haven Sun on March 4, 2026 to offer the final draft of the LHAP for public review and comment. To date, no comments have been received.

FINANCIAL IMPACT

There is no direct financial impact to the City associated with this item, as these funds are provided by the State. However, if the LHAP is not transmitted to FHFC annually, the City's future SHIP allocations may be withheld.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Quality of Life
- **Goal:** 2.1 Ensure all available Local Housing Assistance Plan strategies are implemented annually.

AHAC RECOMMENDATION

The City's Affordable Housing Advisory Committee met on March 2, 2026 and unanimously recommended approval of the LHAP, as presented, and its forwarding to the City Commission for action.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-26-10, approving the City's LHAP and authorizing the Mayor to execute same, along with the necessary certifications, and authorizing the City Manager or his designee to submit the LHAP, and related documents, to the Florida Housing Finance Corporation (FHFC) for review and approval.

ATTACHMENTS

- Resolution R-26-10
- Exhibit A – Resolution R-26-10
- Winter Haven Sun Notice of Public Meeting

RESOLUTION R-26-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING SEVERABILITY, FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (2025), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the

trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the City's Economic Opportunity & Community Investment Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Commission finds that it is in the best interest of the public for the City of Winter Haven to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds.

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

Section 1: The City Commission of the City of Winter Haven hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto as Exhibit "A" for submission to the Florida Housing Finance Corporation as required by Sections 420.907 through 420-9079, Florida Statutes, for fiscal years 2026-2027, 2027-2028, 2028-2029.

Section 2: The Mayor and/or City Manager or his designee is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the terms and conditions of said program.

Section 3: 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.

Section 4: The administrative correction of scrivener's errors that do not affect the intent of this Resolution are hereby authorized to be made by the City Manager or his

designee by filing a corrected copy of this Resolution with the City Clerk.

Section 5: All Resolution in conflict with this Resolution are repealed but only to the extent necessary to give this Resolution full force and effect.

Section 6: This Resolution shall take effect immediately upon its adoption.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in Regular Session, on this 23rd day of March, 2026.

CITY OF WINTER HAVEN, FLORIDA

BY:_____
William Brian Yates, Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

Exhibit "A"

Draft The City of Winter Haven

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2026-2027, 2027-2028, 2028-2029

Table of Contents

Description	Page #
Section I, Program Details	**3 – 6**
Section II, Housing Strategies	**6**
A. Purchase Assistance with or without Rehab	**6 -7**
B. Owner Occupied Rehabilitation	**8 - 9**
C. Emergency Repair	**9-10**
D. Disaster Assistance	**10**
Section III, Incentive Strategies	**11**
A. Expedited Permitting (Required Incentive) **(Adopted)**	**11**
B. All allowable fee waivers provided for development of construction of affordable housing **(Adopted)**	**11-12**
C. Density Flexibility (**Adopted**)	**12-13**
D. Reservation of Infrastructure **(Adopted)**	**12-13**
E. Accessory Dwelling Units **(Adopted) added language to code**	**13**
F. Parking and Setback Reductions (**Adopted**)	**13**
G. Flexible Lot Configuration (**Adopted**) **added language to code**	**13**
H. Street Requirements Modifications **(no action at this time)**	**13**
I. Ongoing review of Policies, Procedures, Ordinances, and Regulations (Required Incentive) **(Adopted)**	**14**
J. Inventory of public land suitable for affordable housing **(Adopted)**	**14**
K. Support of development near transportation hubs, job centers, and mixed-use Development **(Adopted)**	**14-15**
Exhibits	**15**
A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution F. Ordinance: (If changed from the original creating ordinance)- **N/A** G. Interlocal Agreement – **N/A**	

I. Program Details:

A. LG(s)

Name of Local Government	City of Winter Haven
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2026-2027, 2027-2028, 2028-2029

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face-to-face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

Priority ranking:

1. Special needs populations.
2. Very low-income households.
3. Low-income households.
4. Moderate income households.

J. Discrimination : In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, disability, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic

monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small county, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	Program advertising, intake and verification of income; processing of payments, over site of financial transactions and management of consultant's activities. Complete review of Annual Report.	5%
Third Party Entity/Sub-recipient	Rehab project oversight/management; all facets of the down payment assistance process implementation and administration; activity financial reporting.	5%

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. Project Delivery Costs: Project delivery costs for the years covered in this LHAP shall not exceed the lesser of 5% or $3,000 per rehabilitation, emergency repair, or purchase assistance (with or without rehab). Project delivery fees include: initial/final inspections, bid reviews, construction oversite, work write-up/cost estimates, closing documents, reviews for both rehab and down payment assistance.

T. Essential Service Personnel Definition (ESP): ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: The City of Winter Haven will promote and encourage innovative design including green building components; storm resistant doors and windows; dedicated products and other features that cause to reduce the cost of home maintenance, lower the cost of property insurance. The City will utilize Energy Star qualified/rated products for appliances that needs installation or replacing. Lighting fixtures, HVAC, ceiling fans, etc. shall be Energy Star as well. The City will also employ Green Building requirements on rehabs and emergency repairs.

V. Describe efforts to meet the 20% Special Needs set-aside: The City of Winter Haven will partner with local non-profit agencies serving the designated population to achieve the set-aside goal. In addition, the City will conduct outreach and advertise for the targeted population.

W. Describe efforts to reduce homelessness: The City provides Housing Trust Funds to support programs that assist with the provision of services for homeless children and their families. The City partners with a local agency, Heart 4 Winter Haven to address immediate needs of the homeless, including the provision of hotel vouchers, temporary housing and other homeless prevention mechanisms. On a long term bases the City is implementing land use and zoning modification to accommodate more flexible housing types, including accessible dwelling units (ADUs). The City is also in the process of developing more low-income housing.

Section II. LHAP Strategies (Please read LHAP Strategy Quick Guide before developing strategies):

A. Purchase Assistance with and without Rehab	Code 1 and 2

a. Summary: SHIP funds will be awarded for down payment and closing costs to households to purchase a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the last twelve months. An existing home must be in need of rehabilitation.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: All categories are not to exceed and includes project delivery costs.

Very Low Income: $60,000 (including project delivery costs)
Low Income: $50,000 (including project delivery costs)
Moderate Income: $40,000 (including project delivery costs)

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage.
2. Interest Rate: 0%
3. Years in loan term: 5 years
4. Forgiveness: Loan is forgiven on a pro-rated basis of 20% of the original principal and is forgiven on an annual basis.
5. Repayment: None due as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the term of the loan: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to occupy the home as primary residence; or failure to maintain homeowners' insurance. If any of these occur, the outstanding balance will be due and payable.

   In the event of death of the SHIP program recipient, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   Refinancing of the first mortgage with cash out is not allowed under any circumstances. In the case of a reverse mortgage, the SHIP loan must first be paid off. If the home is foreclosed on by a superior mortgage holder, the City of Winter Haven will make an effort to recapture funds through the legal process if it is determined funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section 1 (1). of this plan. Applicants must meet the Department of Housing and Urban Development (HUD) definition of "a citizen", meaning a United States national or citizen by birth or naturalization. The evidence required to prove citizenship or eligible immigration status depends on the applicant's status:

   1) Citizens or nationals: A signed declaration of US citizenship
   2) Noncitizens 62 or older: a signed declaration of eligible immigration status and proof of age.
   3) All other noncitizens: A signed declaration of eligible immigration status, an INS document, and a signed verification consent form.
   4) Applicants must provide proof of residency in Polk County for at least **one year.**

g. Sponsor Selection Criteria: A Subrecipient will be required to apply to the City through the RFP (procurement) process. The City will select a subrecipient to implement the Purchase Assistance strategy based on their experience in providing similar housing purchase assistance programs for these funds, the knowledge, experience and capacity of staff, and ability to implement the strategy.

h. Additional Information: Applicants must be able to secure a first mortgage by an approved lender. All homes using purchase assistance must be located within the city limits of Winter Haven. Applicants must complete an 8-hour Homebuyer Education Course from a HUD certified counseling agency and show a certification of completion when applying for funds. Mobile homes are not eligible for the purchase assistance strategy.

B. Owner Occupied Rehabilitation	Code 3

a. Summary: SHIP funds may be awarded to owner-occupied single-family households in need of repairs to correct code violations, health and safety issues, disability accessibility including ramps, grab bars, widen doors for access, electrical, plumbing, roofing, windows and address other unsafe structural items. Cosmetic issues are not eligible for repair/replacement. Repairs must provide decent, safe and sanitary conditions. The home must be suitable for repairs as determined by a licensed general contractor.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low and moderate*
(*Note: Moderate income category will be limited to 10% of the grant funding)

d. Maximum award: $50,000 (includes project delivery costs)

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 5 Years
4. Forgiveness: Loan is forgiven on a pro-rated basis of 20% of the original principal and is forgiven on an annual basis.
5. Repayment: Not required as long as the loan remains in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the term of the loan: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; and, failure to occupy the home as a primary residence. If any of these occur, the outstanding balance will be due and payable.

   In the event of death of the SHIP program recipient, the loan will be forgiven in its entirety. Refinance of the first mortgage with cash out is not allowed under any circumstances. In the case of a reverse mortgage, the SHIP loan must first be paid off. If the home is foreclosed on by a superior mortgage holder, the City of Winter Haven will make an effort to recapture funds through the legal process if it is determined funds may be available to justify pursuing a repayment.

7. A former client may re-apply and be considered for repeat assistance once all applicants currently on the waiting list have been served and funds are still available.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section 1. (1) of this plan. Applicants must own and occupy their home. First mortgages and property taxes and /or assessments must be current. SHIP funding may be used to correct code compliance cases related to improvements eligible for SHIP rehabilitation strategy.

g. Sponsor Selection Criteria: A subrecipient will be required to apply to the City through the RFP (procurement) process. The City will select a subrecipient to implement portions of the Owner-Occupied Rehabilitation strategy based on their experience in providing similar housing rehab/repair assistance, the knowledge, experience, and capacity of staff, and ability to implement the strategy.

h. Additional Information: Mobile homes are not eligible for owner-occupied rehabilitation assistance.

Applicants may **not** own more the 25% of another income producing rental property to qualify for this strategy. A former client may re-apply and be considered for repeat assistance once all applicants currently on the waiting list have been served and funds are still available. The certified assessed value of the home, as per documentation from the Polk County Property Appraiser's office, cannot exceed $250,000 in the City of Winter Haven. Applicants must live in the home for at least one (1) year prior to the date of application under a recorded instrument and have a current homestead exemption.

C. Emergency Repair	Code 6

a. Summary: Funds will be awarded to applicants in need of rehabilitation of their home related to a dire situation that needs to be mitigated immediately. This includes: damaged roofing that is leaking, damaged windows causing exposure to the elements or electrical or plumbing problems that could cause damage (fire) to the home or is an immediate health hazard to the occupants. This strategy will only be used for an applicant who has applied for, but will not receive assistance through the owner-occupied rehabilitation strategy within three months from application submission. When an applicant is assisted with emergency repairs, they will not lose their place on the rehabilitation waiting list. However, the amount of funds expended for the emergency repairs will be counted towards the maximum award if the applicant receives subsequent assistance through the rehabilitation strategy. Funds may also be awarded to pay insurance deductibles for any emergency repairs covered by the homeowner 's policy.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $30,000 (including project delivery costs)

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as **a grant with no recapture terms**.
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applicants will be selected on a first-qualified, first-served basis.

g. Sponsor Selection Criteria: N/A

h. Additional Information: An applicant requiring emergency repair will be required to:

1. Allow City staff or its contractors to access the home for an inspection to determine the need for the repair.

D. Disaster Mitigation	Code 5

a. Summary: Funds will be awarded to applicants in need of home repairs which are directly caused by a disaster, or in anticipation of a disaster that is declared by an Executive Order of the President or the Governor. Repairs will be prioritized as follows:

1. Immediate threats to life and safety (sewage, damaged windows, roofing) in cases where the home is still habitable.
2. Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.
3. Repairs necessary to make the home habitable.
4. Repairs to mitigate dangerous situations or potential threats to the safety and security of the home environment (exposed wires, tree trimming/cutting or debris removal).
5. Payments/repayments of insurance deductibles and depreciation allowance calculations determined by insurance companies for eligible housing directly affected by the disaster.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $30,000 (including project delivery costs)

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as **a grant with no recapture terms.**
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first-qualified, first -served basis with the following additional requirements:

1. Must provide proof of homeowner's insurance.
2. Must file insurance and use proceeds from insurance as the first option.

g. Sponsor Selection Criteria: N/A

h. Additional Information: N/A

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

C. Other Incentive Strategies Adopted: **AFFORDABLE HOUSING INCENTIVES**

INCENTIVE A: Expedited Permitting (Required Incentive) (Adopted)
Permits as defined in s.163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Policy: 2025 Comprehensive Plan, Housing Element, Policy 2.2.3
Policy 2.2.3: Implement a streamlined review and permitting process for those developers who commit to building a minimum of ten percent (10%) of the housing units in a development as affordable units as defined by the Lakeland/Winter Haven MSA."

Process:
The City of Winter Haven's Affordable Housing Compliance Manager will notify all required reviewers, including but not limited to the Planning Division, Building Division, Fire, Natural Resources, Public Works, Police, Utilities, and Engineering of any qualified SHIP and/or affordable housing projects.

Any formal permit application, including but not limited to Development Review Committee Review, Plan Review, or Building Permit application shall be marked as AFFORDABLE HOUSING and prioritized for immediate review.

SHIP projects that require bidding and procurement shall be marked as AFFORDABLE HOUSING and prioritized for immediate review and disbursement.

Recommended action: No modifications recommended at this time.

INCENTIVE B: Allowable Fee Waivers/ Ongoing Review Process (Adopted)
An ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption and reduction or elimination of financial and regulatory barriers for public venues and essential services to the core area of the City.

Policy: 2025 Comprehensive Plan, Housing Element, Policy 2.2.2
Policy 2.2.2: Periodically review the City's impact fees to ensure that they are not resulting in an obstacle to the provision of affordable housing units. When it has been determined that there is a shortage in affordable housing, consider waiving or reducing impact fees to promote the development of affordable housing.

Process:
Prior to adoption of any new ordinance, procedure, regulation or plan, the City will consider the impact on the cost of housing pursuant to Goal Two, Objective 2.1 and related policies of the Housing Element of the City's Comprehensive Plan adopted August 28, 2023. Additionally, the core improvement area within the City of Winter Haven was established for the purpose of waiving certain city and county impact fees, excluding city water and sewer utility Impact Fees. In the Core Improvement Area, the City waives Police, Fire, Library, Parks and Recreations, and Transportation Impact Fees. The County waives impact fees on Schools, Jails, Emergency Medical Services (EMS), and Transportation. For affordable housing, locating in the City's Core gives residents better access to transit, medical services, recreational facilities, as well as educational and employment opportunities.

Recommended action: Write into codes a plan to reduce application fees based on the number units proposed to be affordable units. If 100% of units are affordable then all fees can be waived; if a minimum of 60% of units are affordable, then 75% of fees can be waived; if less than 50% are affordable, up to 50% of fees can be waived. This action has been adopted into code.

INCENTIVE C: Density Flexibility (Adopted)
Provide for a variety of housing types and densities as alternatives to single-family housing.

Policy: 2025 Comprehensive Plan, Housing Element, Policy 1.1.5
Policy 1.1.5: Work with the housing industry, on creating incentives, to provide a variety of housing types and options, from which the City's residents to choose. Ensure that land development regulations and zoning do not create barriers to the construction of alternatives to single-family detached housing such as condominiums, townhouses, apartments, loft apartments, and accessory residential units.

Process:
The land development code will be reviewed annually to identify any limitations based on density or housing type that may be restrictive to the development and construction of affordable housing.

Recommended action: No modifications recommended at this time.

INCENTIVE D: Reservation of Infrastructure (Adopted)
Policy: 2025 Comprehensive Plan, Housing Element, Policy 1.1.4, Policy 1.3.2
Policy 1.1.4: Ensure that sufficient, properly zoned land, with adequate infrastructure is available to meet the City's projected housing needs, thru 2035.
Policy 1.3.2: Survey infrastructure conditions, annually, to establish the existence of adequate service to vacant residential sites. Within older residential areas, annually complete capital projects to upgrade water, sewer, sewer, mobility, drainage, lighting, and recreation facilities to meet current adopted level of service standards.

Land Development Code: Section 21-315(c) – Allocation of municipal services
Affordable housing projects, as defined by Chapter 163.3177(6)(f)(3) F.S. shall receive capacity reservations upon formal submittal of a site plan to the City for review in accordance with procedures established in Section 21-439 of

this Code. Capacity reservations for affordable housing projects shall be prioritized over all other development types, and shall remain in place for up to thirty-six (36) months from the time of reservation.

Recommended action: No modification recommended at this time.

INCENTIVE E: Accessory Dwelling Units (Adopted)
Ensure that there is ample opportunity for the construction of affordable accessory dwelling units.
Policy: 2025 Comprehensive Plan, Housing Element, Policy 1.3.6
Policy 1.3.5: Revise the land development regulations to allow for greater use of accessory residential units as an alternative, low impact, housing option in place of developing traditional single-family and multi-family units.

Land Development Code: Section 21-32(A) Zoning District Summary Tables
The Table of Land Uses specifies that Accessory Dwelling Units are a permitted use within all residential and mixed-use zoning districts.

Process:
Land development regulations shall be reviewed annually and modified as necessary to ensure accessory dwelling units are encouraged and not unduly restricted. Accessory dwelling units are a permitted use within all residential zoning districts.
Recommended action: The AHAC recommends that the City modify its Land Development Code to allow for multiple water and electric meters for single family lots on which there is an accessory dwelling unit.

INCENTIVE F: Parking and Setback Reductions (Adopted)

No relevant Comprehensive Plan policy

Land Development Code: Table 21-142(A) – Required Number of Parking Spaces
Table 21-142(A) of the Land Development Code dictates that Affordable Housing, as defined by Chapter 163.3177(6)(f)(3) F.S., may reduce their required number of parking spaces to 1.5 spaces per dwelling unit.

Recommended action: No modification recommended at this time.

INCENTIVE G: Flexible Lot Configuration (Not Currently Adopted)
Policy: 2025 Comprehensive Plan, Housing Element, Policy 1.3.4.
Policy 1.3.4: Maintain land development regulations that encourage infill development and other patterns of compact urban growth by allowing for zero lot-line development, accessory units, floor area deduction, and smaller lot sites.

Recommended action: - The AHAC recommends that the City modify its Land Development Code to identify affordable housing, including tiny homes, as a specific criterion that is eligible for Planned Unit Development (PUD) zoning classification.

INCENTIVE H: Street Requirements Modifications (Not Currently Adopted)

Recommended action: No modifications recommended at this time.

INCENTIVE I: Method for Review of Processes, Procedures, Ordinances and Regulations - (Adopted Required Incentive)
Policy: 2025 Comprehensive Plan, Housing Element, Policy 1.1.2
Policy 1.1.2: Continue to evaluate and amend land development regulations to eliminate impediments to development, which would inordinately increase housing costs or eliminate the profit motive of the private sector.

Process:
Annually, and in coordination with the development of the AHAC report, the AHAC and City staff shall review processes, procedures, ordinances and regulations and recommend any necessary modifications.

Recommended action: No modifications recommended at this time.

INCENTIVE J: Land Bank Inventory (Adopted)

The City's Department of Economic Opportunity and Community Investment shall maintain a list of City owned parcels suitable of affordable housing and work to identify privately owned parcels that may be utilized for affordable housing.

Policy: 2025 Comprehensive Plan, Housing Element, Policy 1.3.1
Policy: 1.3.1 Continue to track vacant residential parcels in the City. Include information on size, location, physical characteristics, access, utilities, zoning, and ownership.

Process:
City staff shall regularly update the list of City owned parcels suitable for affordable housing and work with private land owners to identify and encourage development of affordable housing.

Recommended action: No modifications recommended at this time.

INCENTIVE K: Support of development near transportation hubs, job centers, and mixed-use development - (Adopted)
The City's Comprehensive Plan and Land Development Code are crafted to provide for a mix of uses as well as residential development near non-residential nodes.

Policy: 2025 Comprehensive Plan, Policy 1.1.10, Policy 1.9.3, Policy 1.3.4, Policy 1.3.5, Policy 1.3.6
Policy 1.1.10: Coordinate with the TPO, Polk Transit Authority (PTA), and FDOT to establish strategies to reduce reliance on single occupancy automobile trips such as encouraging large employers to develop commuter assistance incentives for employees that carpool/vanpool, and/or utilize transit or non-motorized modes for commuter trips.

Policy 1.9.3: Support PTA applications for Federal or State grant programs and service developments which enhance transit ridership including amenities such as shelters and/or applications for funding of multi-modal connections, including facilities such as park and ride lots or remote parking areas with shuttle/express services for employees.

Policy 1.3.4 (Regional Mixed-Use Hub), Policy 1.3.5 (Neighborhood Mixed Use Hub), Policy 1.3.6 (Neighborhood Support): These policies of the Future Land Use Element establish land use districts that provide for a mix of uses and development near transportations services and jobs.

Land Development Code: Section 21-32 – Zoning District Summary Tables
The Table of Land Uses was amended to allow multi-family residential as a permitted use within the Commercial Highway (C-3) zoning district.

Process: City staff regularly reviews and update the Comprehensive Plan and Land Development Code to ensure that there is adequate residential property located near employment centers and other non-residential uses.

Recommended action: No modifications recommended at this time.

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

Optional

F. Ordinance: (If changed from the original creating ordinance). N/A

G. Interlocal Agreement (Required if applicable). N/A

H. Other Documents Incorporated by Reference. N/A

(Local Government name)

Fiscal Year: 2026-2027		
Estimated SHIP Funds for Fiscal Year:	$	403,992.00
Salaries and Benefits	$	-
Office Supplies and Equipment	$	-
Travel Per diem Workshops, etc.	$	1,500.00
Advertising	$	500.00
Other*	$	-
Total	$	2,000.00
Admin %		0.50%
		OK
Fiscal Year 2027-2028		
Estimated SHIP Funds for Fiscal Year:	$	403,992.00
Salaries and Benefits	$	-
Office Supplies and Equipment	$	-
Travel Per diem Workshops, etc.	$	1,500.00
Advertising	$	500.00
Other*	$	-
Total	$	2,000.00
Admin %		0.50%
		OK
Fiscal Year 2028-2029		
Estimated SHIP Funds for Fiscal Year:	$	403,992.00
Salaries and Benefits	$	-
Office Supplies and Equipment	$	-
Travel Per diem Workshops, etc.	$	1,500.00
Advertising	$	500.00
Other*	$	-
Total	$	2,000.00
Admin %		0.50%
		OK

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

Exhibit B
Timeline for SHIP Expenditures

The City of Winter Haven affirms that funds allocated for these fiscal years will
(local government)
meet the following deadlines:

Fiscal Year	Encumbered	Expended	Closeout Report
2026-2027	6/30/2028	6/30/2029	9/15/2029
2027-2028	6/30/2029	6/30/2030	9/15/2030
2028-2029	6/30/2030	6/30/2031	9/15/2031

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation should be notified according to the following dates:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2026-2027	3/30/2029	6/15/2029
2027-2028	3/30/2030	6/15/2030
2028-2029	3/30/2031	6/15/2031

Requests for Expenditure Extensions (close-out year ONLY) must be emailed to kathy.cutler@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan/timeline of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended.

Other Key Deadlines:

AHAC reports are due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

ACFR financial statements are due each June 30 for the report ending September 30 of the previous year.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2026-2027

Name of Local Government:

Estimated Funds (Anticipated allocation only): $ 403,992

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
1 and 2	Purchase Assistance with or without Rehab	Yes	1	$60,000	2	$50,000	0	$40,000	$160,000.00	$0.00	$160,000.00	3
3	Owner Occupied Rehabilitation	Yes	1	$50,000	1	$50,000	1	$50,000	$150,000.00	$0.00	$150,000.00	3
6	Emergency Repair	Yes	2	$30,000	1	$30,000	0	$30,000	$90,000.00	$0.00	$90,000.00	3
5	Disaster Assistance	Yes	0	$30,000	0	$30,000	0	$30,000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		4		4		1		$400,000.00	$0.00	$400,000.00	9
Purchase Price Limits:			**New**	$544,233	**Existing**	$544,233						
			OK		**OK**							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ -		**0%**			**OK**				
	Home Ownership Counseling		$ -									
	Total All Funds		$ 400,000	**OK**								

Set-Asides

Percentage Construction/Rehab (75% requirement)		**99.0%**	**OK**
Homeownership % (65% requirement)		**99.0%**	**OK**
Rental Restriction (25%)		**0.0%**	**OK**
Very-Low Income (30% requirement)		$ 170,000 42.1%	**OK**
Low Income (30% requirement)		$ 180,000 44.6%	**OK**
Moderate Income		$ 50,000 12.4%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2027-2028

Name of Local Government:

Estimated Funds (Anticipated allocation only): $ 403,992

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
1 and 2	Purchase Assistance with or without Rehab	Yes	1	$60,000	2	$50,000	0	$40,000	$160,000.00	$0.00	$160,000.00	3
3	Owner Occupied Rehabilitation	Yes	1	$50,000	1	$50,000	1	$50,000	$150,000.00	$0.00	$150,000.00	3
6	Emergency Repair	Yes	2	$30,000	1	$30,000	0	$30,000	$90,000.00	$0.00	$90,000.00	3
5	Disaster Assistance	Yes	0	$30,000	0	$30,000	0	$30,000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		4		4		1		$400,000.00	$0.00	$400,000.00	9
	Purchase Price Limits:		New	$544,233	Existing	$544,233						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ -		0%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 400,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		99.0%	OK
Homeownership % (65% requirement)		99.0%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)		$ 170,000	42.1% OK
Low Income (30% requirement)		$ 180,000	44.6% OK
Moderate Income		$ 50,000	12.4%

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2028-2029

Name of Local Government:

Estimated Funds (Anticipated allocation only): $ 403,992

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
1 and 2	Purchase Assistance with or without Rehab	Yes	1	$60,000	2	$50,000	0	$40,000	$160,000.00	$0.00	$160,000.00	3
3	Owner Occupied Rehabilitation	Yes	1	$50,000	1	$50,000	1	$50,000	$150,000.00	$0.00	$150,000.00	3
6	Emergency Repair	Yes	2	$30,000	1	$30,000	0	$30,000	$90,000.00	$0.00	$90,000.00	3
5	Disaster Assistance	Yes	0	$30,000	0	$30,000	0	$30,000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		4		4		1		$400,000.00	$0.00	$400,000.00	9
	Purchase Price Limits:		New	$544,233	Existing	$544,233						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ -		0%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 400,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		99.0%	OK
Homeownership % (65% requirement)		99.0%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)		$ 170,000	42.1% OK
Low Income (30% requirement)		$ 180,000	44.6% OK
Moderate Income		$ 50,000	12.4%

Exhibit D
67-37.005(1), F.A.C.
2026

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: The City of Winter Haven

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____
Witness Chief Elected Official or designee

_____ William Brian Yates, Mayor
Witness Type Name and Title

_____
Date

OR

_____
Attest: (Seal)

AFFIDAVIT OF PUBLICATION

Winter Haven Sun

Published Weekly

Winter Haven, Polk County, Florida

Case No. LHAP FY 2026 - 2029

STATE OF FLORIDA
COUNTY OF POLK

Before the undersigned authority personally appeared Anita Swain, who on oath says that she is the Legal Clerk of Winter Haven Sun, a newspaper published at Winter Haven in Polk County, Florida, and that the attached copy of advertisement, being a Public Notice, was published in a newspaper by print in the issues of Polk Sun on:

March 04, 2026

Affiant further says that the newspaper complies with the legal requirements for publication in Chapter 50, Florida Statutes.

Sworn to and subscribed before me this 4th day of March 2026 by Anita Swain, who is personally known to me or who has produced as identification

Kathy Leigh Berkowitz

Kathy Leigh Berkowitz, Clerk, Notary Number: #HH532502
Notary expires: May 29, 2028

00035482 00205073

Vanessa Castillo
CITY OF WINTER HAVEN
451 3rd Street NW
Winter Haven, FL 33881

KATHY LEIGH BERKOWITZ
Notary Public - State of Florida
Commission # HH 532502
My Comm. Expires May 29, 2028
Bonded through National Notary Assn.

PUBLIC NOTICE
CITY OF WINTER HAVEN
NOTICE OF 30-DAY PUBLIC COMMENT PERIOD
DRAFT LOCAL HOUSING ASSISTANCE PLAN (LHAP)
FISCAL YEARS 2026-2027, 2027-2028, 2028-2029

Notice is hereby given that the **City of Winter Haven Office of Economic Opportunity and Community Investment** has prepared a draft Local Housing Assistance Plan (LHAP) for the fiscal years 2026-2027, 2027-2028, and 2028-2029. The LHAP outlines the strategies for utilizing State Housing Initiatives Partnership (SHIP) funds to provide affordable housing opportunities for very low, low-, and moderate-income households.

PUBLIC COMMENT PERIOD
Citizens are encouraged to review the draft LHAP and provide input during a 30-day comment period beginning on **March 4, 2026** and ending on **April 2, 2026.**

AVAILABILITY OF DRAFT PLAN
The draft LHAP is available for review between 8:00 a.m. and 5:00 p.m., Monday through Friday at:
- **Office of Economic Opportunity and Community Investment**
- **451 Third Street, NW, Winter Haven, FL 33881 – City Hall**
- **It is also available online at: www.mywinterhaven.com**

SUBMISSION OF COMMENTS
Written comments regarding the draft LHAP must be submitted by 5:00 p.m. on April 2, 2026 to:

Nancy Hurley, Affordable Housing Compliance Manager
451 Third Street, NW, Winter Haven, FL 33881 City Hall
nhurley@mywinterhaven.com

PUBLIC HEARING
A public hearing at the regular City Commission meeting to consider approval of the final LHAP is scheduled for March 23, 2026 at about 6:00 p.m. in the John Fuller Auditorium in City Hall 451 Third St. NW, Winter Haven, 33881.

The Winter Haven LHAP 2026-2027, 2027-2028, 2028-2029 outline the following strategies:
1. Purchase Assistance – Very Low-, Low- and Moderate Income Clientele to be served.
2. Owner Occupied Rehabilitation – Very Low-, Low- and *Moderate-Income Clientele to be served (*Note: Moderate income category will be limited to 1% of the grant funding).
3. Emergency Repair – Very Low-, Low- and Moderate-Income Clientele to be served
4. Disaster Mitigation – Very Low-, Low- and Moderate Income Clientele to be served.

ACCESSIBILITY
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.

DATE: March 12, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Eric Labbe, Economic Opportunity & Community Investment Director

SUBJECT: Memorandum of Understanding (MOU) – Forestar (USA) Real Estate Group, Inc.

BACKGROUND

Forestar (USA) Real Estate Group, Inc. (Forestar) is the developer of the Harmony at Lake Eloise subdivision in Winter Haven. On April 17, 2023 the City and Forestar entered into a Developer's Agreement as recorded in Official Records Book 12693, pages 1270-1284 of the Public Records of Polk County, Florida. Section 4(a) of the Agreement provides that, "Costs and expenses relating to the realigned and improved West Lake Eloise Drive are eligible for City of Winter Haven transportation/road impact fee credits in an amount equal to 97% of the total transportation/road impact fees, consistent with City Ordinance O-06-45.

West Lake Eloise Drive is now constructed, complete, and open for public use.

The developer has provided sufficient documentation evidencing that 97% of the total costs and expenses relating to the realigned and improved West Lake Eloise Drive is $4,523,799.80.

This MOU establishes the following, consistent with the approved Developer's Agreement and Ordinance O-06-45:

- Total impact fee credit amount of $4,523,799.80
- Term of 7 years from the effective date of this MOU to utilize said credits
- Establishes an Impact Fee Voucher Form
- Provides for transferability of impact fee credits
- Provides for tracking of utilized impact fee credits
- Holds the City harmless and indemnifies the City

FINANCIAL IMPACT

There is no immediate financial impact associated with this MOU.

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 the Memorandum of Understanding with Forestar (USA) Real Estate Group, Inc. and authorize the City Manager to execute the same.

ATTACHMENT

- Memorandum of Understanding – Forestar (USA) Real Estate Group, Inc.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF WINTER HAVEN, FLORIDA and FORESTAR (USA) REAL ESTATE GROUP, INC.

This Memorandum of Understanding ("MOU") is between the City of Winter Haven, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("City"), and Forestar (USA) Real Estate Group, Inc., a Delaware corporation ("Developer").

Whereas, the City and Developer entered into a Developer's Agreement (the "Agreement") dated April 17, 2023 and recorded in Official Records Book 12693, Pages 1270-1284 of the Public Records of Polk County, Florida; and

Whereas, Section 4(a) of the Agreement provides that, "Costs and expenses relating to the realigned and improved West Lake Eloise Drive are eligible for City of Winter Haven transportation/road impact fee credits in an amount equal to 97% of the total City transportation/road impact fees, consistent with City Ordinance O-06-45."; and

Whereas, the realigned and improved West Lake Eloise Drive is now constructed, complete, and open for public use; and

Whereas, the "Costs and expenses relating to the realigned and improved West Lake Eloise Drive" which constitute Capital Improvements within the definition of same set forth in City Ordinance O-06-45, are agreed upon and documented to be in the amount of $4,663,711.13; and

Whereas, 97% of the costs and expenses relating to the realigned and improved West Lake Eloise Drive is in the amount of $4,523,799.80; and

Whereas, the Harmony at Lake Eloise subdivision (the "Project") has recorded the plat for phase 1 on January 23, 2023, the plat for phase 2 on April 8, 2024, and the plat for phase 4 on January 13, 2025, totaling 612 single family residential lots; and

Whereas, the City of Winter Haven transportation/road impact fee charged per single family residential permit is presently in the amount of $323.86; and

Whereas, Section 13(B)6 of City Ordinance O-06-45 states, "Transportation/road impact fee credits may be in transferable form and may be sold, assigned, or otherwise conveyed as set forth by the City of Winter Haven. They may be used to pay or otherwise offset transportation/road impact fees required by this ordinance so long as the credits are used in the same transportation/road impact fee district if applicable (there is presently only one transportation impact fee district established in this Ordinance) in which they are earned. Unless a longer period is specifically authorized by the City Manager, such transferable credits must be used within five (5) years of the date they are created….."; and

Whereas, the City of Winter Haven currently has one transportation/road impact fee district defined as the City Limits of the City of Winter Haven; and

Whereas, the Developer has requested that City Transportation/road impact fee credits described in this MOU and, consistent with City Ordinance O-06-45 be used for a period of seven (7) years of the date they are created; and

Whereas, the City and the Developer mutually desire to enter into this MOU so as to clearly articulate consistency relating to City transportation/road impact fee credits and related matters set forth in the Agreement and City Ordinance O-06-45 and as described herein.

NOW THEREFORE, in receipt of valuable consideration the receipt and adequacy of which is acknowledged, the City and Developer agree as follows:

1. The above recitals are hereby incorporated into this MOU and form the factual basis for the City and Developer to enter into this MOU.
2. As of the effective date of this MOU the Developer shall be entitled to $4,523,799.80 of City transportation/road impact fee credits (the "Credit Amount"). For clarification, the Credit Amount is equal to 97% of the approved costs and expenses relating to the realigned and improved West Lake Eloise Drive which is in the amount of $4,523,799.80.
3. The effective date of this MOU is the date executed by the City which shall be deemed the date on which the Credit Amount is created. The Developer and/or any assignees also referred to below as Fee Payers shall have seven (7) years from the effective date of this MOU to use said credits consistent with all relevant and applicable laws, ordinances, rules and regulations. In addition, both parties' rights, duties and responsibilities under this MOU are always subject to applicable state and local law such that if applicable state and/or local law changes from the Effective Date of this MOU then this MOU and the parties' rights, duties and responsibilities associated with City transportation/road impact fee credits are subject to such changes. Notwithstanding the foregoing, all unused credits in whole or in part shall expire and be of no force and effect after seven (7) years from the Effective Date of this MOU.
4. All holders of City transportation/road impact fee credits described herein (Fee Payers) shall utilize an Impact Fee Voucher Form, attached hereto as "Exhibit A" and incorporated herein by reference, provided by the City of Winter Haven, and shall present the completed Impact Fee Voucher Form to the City of Winter Haven Building Division at the time of permit application. One Impact Fee Voucher Form shall accompany each permit for which Transportation/Road Impact Fees are intended to be applied.
5. The City transportation/road impact fee credits described in this MOU shall only be used for City of Winter Haven transportation/road impact fees and may be transferred and/or sold by the Developer, to other developers, and/or builders (Fee Payers) for use subject to all relevant and applicable laws, ordinances, rules and regulations and this MOU. Provided further that any transfer of such City transportation/road impact fee credits shall be accomplished by following all procedures adopted by the City regarding such matters which shall include but not be limited to written notification of any Transfer of such credits to the City, the name, address and contact information for the Transferee along with a copy of a fully executed Assignment of Transportation/Road Impact Fee form attached hereto as "Exhibit B" and incorporated herein by reference.
6. The City of Winter Haven Building Division shall track the number of Impact Fee Voucher Forms collected and the value of each voucher on the Impact Fee Voucher Form submitted, deducting the credit value requested from the Credit Amount identified in this MOU. The City shall provide the Developer with evidence of Impact Fee Voucher Forms tracking and remaining Credit Amount balance in a form and manner determined by the City upon written

request. All decisions made by the City as to credits and Credit Amount for City transportation/road impact fees and Impact Fee Vouchers and Impact Fee Voucher Forms and any and all matters related thereto shall be final and conclusive.

7. Upon depletion and/or expiration of the Credit Amount and/or credits as described in this MOU then Impact Fee Voucher Forms shall no longer be accepted.
8. All tracking and determination of validity and applicability of such Impact Fee Vouchers and Impact Fee Voucher Forms and amounts of credits and/or the Credit Amount for City transportation/road impact fees and other matters associated therewith shall be determined within the City's sole discretion and in accordance with procedures developed and followed by the City relating to such matters and the terms of this MOU. All decisions made by the City as to all matters associated with credits and/or Credit Amount for City transportation/road impact fees and Impact Fee Vouchers and/or Impact Fee Voucher Forms and matters related thereto shall be final and conclusive.
9. The Developer agrees to hold harmless and indemnify the City, its elected and appointed officials, officers, employees and agents regarding any liability, claim(s), and/or matters including but not limited to attorney's fees and costs incurred by the City arising out of any matters associated with the Credit Amount and/or credits and/or Impact Fee Vouchers addressed in this MOU.
10. This MOU may be amended, so long as approved in writing by both the City and Developer and the amendment is consistent with the Agreement and City Ordinance O-06-45 and any other relevant and/or applicable laws, ordinances, rules and regulations.
11. This MOU is intended to memorialize an understanding of the rights, duties, roles and responsibilities of both the City and Developer related to the application of City transportation/road impact fee credits as contemplated and permitted by the Agreement and City Ordinance O-06-45 and applicable law. It is intended to demonstrate a mutually acceptable method of applying, administering, and utilizing said credits. Nothing in this MOU shall be construed to create a partnership or joint venture between the City and the Developer. Provided further that nothing herein shall be construed to abrogate, novate, merge with or in any way alter the terms of any written Agreements between the parties including but not limited to that Developer's Agreement dated April 17, 2023, and that Utilities Developer's Agreement dated November 22, 2022.
12. **Severability**. If any part of this MOU is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this MOU, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this MOU is declared severable.
13. **Governing Law and Venue**. This MOU shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be exclusively in the State Courts of competent jurisdiction located in Polk County, Florida.

Dated this _____day of March, 2026.

_____	_____
T. Michael Stavres	Name:
City Manager	Title:
City of Winter Haven	Forestar (USA) Real Estate Group, Inc

"Exhibit A"

City of Winter Haven
Economic Opportunity
& Community Investment

CITY OF WINTER HAVEN TRANSPORTATION/ROAD IMPACT FEE VOUCHER
(TO BE APPLIED TO CITY OF WINTER HAVEN TRANSPORTATION/ROAD IMPACT FEES ONLY)

This completed form must accompany any permit application for which a City of Winter Haven Transportation/Road Impact Fee Credit will be utilized.

Box 1: To be completed by the City Transportation/Road Impact Fee Credit holder

Voucher Number: _____ Value of Voucher: _____

Forestar (USA) Real Estate Group, Inc.
City Transportation/Road Impact Fee Credit Holder

_____
Authorized Signature for City Transportation/Road Impact Fee Credit Holder
(must be "wet" signature in blue ink matching signature on file)

Box 2: To be completed by the Owner/Builder pulling the permit

Please apply the value of the voucher, as indicated in Box 1, to the City of Winter Haven Transportation/Road Impact Fee associated with the permit for construction on the property described below. I understand that I am responsible for any amount due beyond the value of the voucher, as indicated in Box 1.

_____
Property Address (Street Number, Street Name, City, ZIP Code)

_____ _____
Tax Parcel ID Number (18-digits) Subdivision Name (if applicable)

_____
Owner/Builder Name (please print)

_____ _____
Authorized Signature (Owner/Builder) Date

City of Winter Haven Building Official: _____

"Exhibit B"

ASSIGNMENT OF TRANSPORTATION/ROAD

IMPACT FEE CREDITS

THIS ASSIGNMENT OF TRANSPORTATION/ROAD IMPACT FEE CREDITS is made this _____ day of _____, 20___ by and between _____, a Florida corporation hereinafter known as "Assignor" and _____, a Florida corporation hereinafter known as "Assignee".

In consideration of the sum of Ten Dollars and other good and valuable considerations received from or on behalf of Assignee, the receipt of which is hereby acknowledged, the Assignor does hereby grant, bargain, sell, assign and transfer over unto the Assignee the Transportation/Road Impact Fee Credits due from the City of Winter Haven to Forestar (USA) Real Estate Group, Inc., for the realignment and construction of West Lake Eloise Drive:

TYPE OF IMPACT FEE: City of Winter Haven Transportation/Road Impact Fee collected by the City of Winter Haven.

AMOUNT OF IMPACT FEE CREDITS ASSIGNED: _____

IN ORDER TO APPLY the assigned Transportation Fee Credits ("the Credits"), the Assignee shall contact the Director of Economic Opportunity and Community Investment for the City of Winter Haven, present this completed Assignment of Transportation/Road Impact Fee Credits as proof of the assignment, and request a City of Winter Haven Transportation/Road Impact Fee Voucher. A completed City of Winter Haven Transportation/Road Impact Fee Voucher shall accompany any permit application for which a City of Winter Haven Transportation/Road Impact Fee Credit will be utilized.

TO HAVE AND TO HOLD, the same unto the said Assignee, its heirs, legal representatives, successors and assigns forever. Assignor warrants and represents that it has authority to make this Assignment and agrees to provide reasonable cooperation to ensure that this Agreement is honored by the City of Winter Haven. Upon execution of this Assignment, Assignor will advise the City of Winter Haven of this Assignment in order to assist Assignee in making requests for Credits.

IN WITNESS WHEREOF, this Assignment is made this _____day of _____, 20___.

BY: _____
(Authorized Signature of Assignor)

_____
(Print Name)

_____
(Title)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing Assignment of City of Winter Haven Transportation/Road Impact Fees was acknowledged before me this _____day of _____, 20___.

by _____of _____.
(Name of Authorized Assignor) (Name of Impact Fee Credit Holder)

who is ☐ personally known to me or ☐ who has produced _____

as identification and who did take an oath.

NOTARY PUBLIC

_____
Signature of Notary Public

_____
Typed, Printed or Stamped Name of
Notary Public

DATE: March 10, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Julie Adams, Parks, Recreation and Culture Department Director

SUBJECT: Establishment of a Fee Schedule and Facility Rental Use Policy for the Winter Haven Recreation & Cultural Center

---

BACKGROUND

The Winter Haven Recreation & Cultural Center (WHRCC) is a newly constructed recreation facility designed to expand recreational opportunities, community engagement, and City-sponsored programming for Winter Haven residents. As the City prepares for the opening of WHRCC, staff has established operational policies and procedures that reflect historical recreation practices while accounting for the unique features and operational needs of this new facility.

Historically, City recreation facilities have offered limited rental opportunities under approved fee structures while prioritizing public programming and community use. Staff reviewed past recreation rental practices and evaluated how those models should be updated to reflect WHRCC's modern design, amenities, and anticipated demand.

The proposed Fee Schedule and Facility Rental Use Policy are intended to provide a consistent framework for facility use while ensuring that WHRCC's primary focus remains programs and community services.

FINANCIAL IMPACT

The proposed fee schedule is structured to offset operational costs associated with staffing, facility setup, maintenance, and utilities related to rentals. Revenue generated from facility rentals will support ongoing operations of WHRCC while ensuring that the facility remains accessible and affordable to the community. Given that WHRCC is a program-focused recreation center, rental activity is expected to be moderate and supplemental to core programming.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Quality of Life
- **Goal:** 2.4 – Ensure that as the City grows access to recreation (facilities, services, programs) grow along with the population, especially geographically.

RECOMMENDATION

Staff recommends that the City Commission approve the Winter Haven Recreation & Cultural Center Fee Schedule and Facility Rental Use Policy, to be effective upon approval.

ATTACHMENTS

- Winter Haven Recreation & Cultural Center Fee Schedule
- Winter Haven Recreation & Cultural Center Facility Rental Use Policy

WHRCC RENTAL RATES

Winter Haven Recreation & Cultural Center

GYMNASIUM – EVENT RENTALS

Space	Half Day (4 hrs)	Daily (12 hrs)	Staffing
Full Gym (Two Courts)	$500	$1,000	$35/hour
Half Gym (One Court)	$250	$500	$35/hour

GYMNASIUM - COURT RENTALS (PRACTICE USE)

Description	Rate
Hourly Practice Rate (2-hour max)	$75/hour
Half Court Practice Rate (2-hour max)	$40 /hour

ACTIVITY ROOM

Space	Half Day (4 hrs min)	Daily (8hrs)	Staffing
Activity Room	$200	$300	$35/hour

SPECIALTY AREAS

Space	Half Day (4hrs)	Daily (8 hrs)	Staffing
Concession / Prep Kitchen	$200	$300	$35/hour
Food Truck Vendor Fee		$150 per event	

OUTDOORS

Space	Sat / Sun 8a - 12p	Sat / 6pm - 30 before sunset
Pool	$325	$100 for first hr / $75 for each additional hr

REFUNDABLE DAMAGE DEPOSIT

Space	Deposit
Activity Room	$200
Gym (Half or Full)	$500
Pool	$50

WHRCC GENERAL RENTAL POLICIES

Court Rental Availability:
Special event court rentals are available Saturdays and Sundays only.
Practice court rentals are available Mondays and Wednesdays from 6:00 p.m. to 8:00 p.m., two hour max, rentable by the hour. Subject to facility programming schedule and availability.

Deposit Refund Policy:
Refundable deposits are returned in accordance with City policy if rental conditions are met or cancellation occurs at least 30 days prior to the scheduled event date.

Verified 501(c)(3) organizations receive a 50% rental discount. Documentation required.
All rental periods include setup and breakdown within the reserved block.

City of Winter Haven
Parks, Recreation & Culture

Winter Haven Recreation & Cultural Center
Facility Rental Use Policy

This policy establishes consistent procedures and standards for the rental, use, and operation of the Winter Haven Recreation & Cultural Center. This policy ensures equitable access, prevents monopolization, and promotes efficient management of this City-owned facility while supporting recreational and community-based programming.

The City of Winter Haven requires a refundable damage / early cancellation deposit based on the area rented at the Winter Haven Recreation & Cultural Center due at the time of rental/use contract execution. The damage / early cancellation deposit is refundable at the conclusion of the rental only if all rental conditions, policies and provisions set forth by the City are met. Refunded deposits will be mailed seven (7) to fourteen (14) days after the rental. Rental payment and any other expenses incurred pertaining to the rental/use contract are due fourteen (14) days prior to the event. If balance is not received within time frame established, the City reserves the right to cancel the rental/use contract. Failure to do so may result in the City cancelling the event and refunding a portion of the rental fee minus the damage / early cancellation deposit. Renter/User may cancel a rental/use contract upon written notice given to the City.

No persons, group or association shall be excluded from use of any City facility because of race, color, creed, sex or national origin.

The City provides maintenance and upkeep on all City facilities. Renter/User agrees to keep and maintain the facility in the same good quality, safe and sanitary conditions during and after the time of the rental/use.

Renter/User must have permission to place any signage, advertisement, and banners on fences and walls and shall remove all items brought into the facility and dispose of all trash in appropriate receptacles. City decorations will not be moved or removed at any time unless approved by the City's Director or designated representative. No one is permitted to remove tables, chairs, or any other equipment from a City facility.

The City will not be liable for, and Renter hereby discharges and holds the City harmless from any and all claims for loss, damage or injury of any nature to person or property including attorney's fees and costs associated therewith, which claims results in any way from, occur in any manner from or are connected to the use of the City facility, and indemnifies the City for any damages, or liability including but not limited to attorney's fees and costs incurred by the City related to the Renter's/User's use and occupancy of the facility.

Renter/User assumes full responsibility for City property and equipment, and will be held liable for damages incurred other than normal wear and tear.

The City reserves the right to refuse the rental/use of City facilities deemed to not be in the City's best interest. Any activity conducted not in accordance with the intended purpose of the rental/event may be cancelled at any time as determined solely by the City.

The City reserves the right through its representatives to enter any portion of the premises at the facility and to eject any person or persons from the facility who in the sole opinion of the City is threatening or causing disruption of the peace and quiet enjoyment of any portion of the premises at the facility.

The rental/use of the City facility shall not interfere with the programs and other activities approved or co-sponsored by the City. The City reserves the right to cancel a rental/use for any reasons deemed necessary within the City's sole determination.

All applicable fire codes and requirements must be followed. Smoking is strictly prohibited in all City facilities or in any other public areas in accordance with the Florida Clean Air Act.

Renter/User is responsible for obtaining all licenses and permits required by law including and not limited to health certificates and occupational licenses.

Renter/User must provide liability insurance naming the City of Winter Haven, its employees and representatives as an additional insured with the limit of no less than one million dollars ($1,000,000) combined single limit Bodily Injury and Property Damage per occurrence and any other insurance reasonably required by the City based on the type of rental/use and the activities and operations of the Renter/User. The insurance policy must contain a provision providing the City with a sixty-day (60) notification prior to termination, non-renewal or restrictions of coverage. The Renter/User will provide the City with a certificate of insurance to confirm all requirements have been met and that is acceptable to the City in both form and substance.

All participants must abide by the written policies and procedures of the City. Violations of these written policies and procedures will result in ejection from the facility. If there are any incidences during a scheduled rental/use event which is determined to be in violation of the City's policies and procedures as determined solely by the City, the rental/use event may be terminated immediately and all fees and deposits collected will be forfeited.

All onsite advertising and marketing material associated with the rental/use event must be pre-approved by the City at least two weeks prior to the rental/use event. Failure to do so

may result in the City cancelling the rental/use event and refunding a portion of the rental/use fee minus the deposit.
Any activity which may result in a violation of Federal and/or State Laws including but not limited to criminal violations is strictly prohibited.
Additional policies may be required upon further review by the City.

WHRCC Facility Overview

The Winter Haven Recreation & Cultural Center (WHRCC) is dedicated to offering high-quality recreation programs, community services, and public engagement opportunities. While the WHRCC primarily focuses on delivering scheduled programs and activities for residents, facility rentals/use may also be accommodated when they complement the WHRCC's mission and overall calendar.

Rental/use availability is thoughtfully considered based on program schedules, staffing resources, and operational needs to ensure that both community programming and private events may be supported safely and effectively. The City strives to balance its program offerings with rental/use opportunities at the WHRCC in a way that enhances community use of the facility.

WHRCC Facility Rental/Use Spaces & Availability

Rental/Use availability is determined by the WHRCC program schedule and staffing resources. As a program-focused recreation center, the City reserves the right to limit, adjust, or decline rental/use requests of the WHRCC to ensure consistent program delivery, sufficient staffing, safety, and facility readiness.

Only spaces not being used for programming may be considered for rental/use, and approvals are at the discretion of the City's Facility Manager or designee. Program schedules receive priority over rental/use bookings at all times.

Availability may vary seasonally based on youth programs, community events, and staffing capacity.

WHRCC Aquatic Facility Rental/Use & Availability

Aquatic Facility Overview

The Winter Haven Recreation & Cultural Center Aquatic Facility is intended to serve the recreational swimming needs of the local community while supporting City-operated programs and instructional activities. The facility includes a zero-depth entry pool expanding to a five-foot deep lap swim area with two 25-yard lanes.

Admission to recreational swim is free in order to provide accessible aquatic recreation opportunities for neighborhood residents and participants in City programs.
Due to size and capacity, the WHRCC aquatic facility is not designed to accommodate large organized groups transported from outside communities, private camps, daycare centers, or other organized programs seeking free admission.
The City reserves the right to limit entry or deny access to any group or activity in order to maintain safe capacity levels and ensure equitable access for residents.

General Aquatic Use Guidelines

The following guidelines apply to recreational use of the aquatic facility:

- The pool is intended for individual community members, families, and participants in City of Winter Haven programs.
- City-operated camps and programs may utilize the facility during scheduled recreation swim times as directed by staff.
- Organized groups, including but not limited to private camps, daycare centers, summer programs, or organizations transporting participants to the facility, are not permitted to use the pool during open recreation swim hours.
- Groups arriving by bus, van transport, or organized group travel may be denied entry if staff determine the group exceeds the facility's intended use.
- Outside camps, organizations, or programs seeking aquatic use must coordinate with staff to schedule time at the Rowdy Gaines Olympic Pool, which is designed to accommodate larger groups.

Booking of WHRCC Aquatic Facility

Private Aquatic Facility Rentals

Aquatic facility rentals may be permitted on a limited basis and are subject to availability of both the facility and required City staff.
Aquatic rentals may occur during the summer season between the first day of school summer break and Labor Day during the following times:

- Saturday and Sunday mornings: 8:00 AM – 12:00 PM
- Saturday evenings: 6:00 PM until thirty (30) minutes prior to sunset

All potential renters/users must submit a Special Event Application through the City of Winter Haven website for review and approval prior to confirmation of the reservation.
Link to application: https://winterhaven.seamlessdocs.com/f/specialeventapplication

Additional guidelines for aquatic rentals include:

- Renter/user may not charge admission or entry fees unless the event is co-sponsored by the City of Winter Haven, an approved civic organization, or a registered nonprofit entity.
- When music is used, content that includes profanity, inappropriate language, or suggestive material is strictly prohibited.

- All food preparation must occur outside the fenced aquatic facility area.
- Alcoholic beverages and glass containers are strictly prohibited within the aquatic facility.
- Additional staffing, aquatic personnel, or off-duty law enforcement may be required depending on the nature of the event.

Application and Approval Process

Approval of any request shall be contingent upon:

- Availability of the aquatic facility
- Availability of required City staff
- Compliance with all applicable City policies and procedures
- The nature and scope of the proposed activity or event

For pool rentals associated with private events or special activities, all applicable City of Winter Haven standard facility rental policies shall apply in addition to the provisions outlined in this Aquatics section.

Booking of WHRCC Facility

Booking Limitations

To ensure fair access and prevent monopolization:

- A "booking" is defined as a confirmed reservation for a specific date and facility space.

Booking Definitions

1. Gym Rental**:** Half day or daily use of half or full gymnasium for an event on Saturdays and Sundays only.
2. Court Reservation and Rental: Courts will be available for rent/use for practice use Monday and Wednesday evenings from 6pm – 8pm. Rental/Use groups would not be permitted to book more than two practices at one time and practices would be restricted to 1 - 2 hour blocks based on current demands. All rentals/use must be paid in full two weeks prior to the event date.
3. Activity Room: Half day or daily use for an event or meeting.

4. Concession Stand / Prep Kitchen: Half day or daily use typically for an event booked in one of the facility spaces.
5. Any rental/use in excess of 50 consecutive days is prohibited unless specifically authorized in writing by the City Manager.

Discounts and Fee Adjustments

- 50% non-profit organization discount; must provide current IRS Determination letter.
- Holiday Staffing: Staffing rates increase by 1.5x on City Observed or Actual Holidays.

WHRCC Facility Rental/Use Terms

1. Payment and Deposits

All rental fees and deposits are due in accordance with the Facility Rental/Use Agreement prior to event commencement.

2. Insurance Requirements

Renters/Users must provide a Certificate of Insurance naming the City of Winter Haven as an additional insured, in amounts specified by the City and in a form and manner acceptable to the City. Below are minimum limits; specific adjustments to insurance language may be required based on elements of requested event.

- $1,000,000 combined single limit Bodily Injury and Property Damage per occurrence
- Additional Insured Language:
    - City of Winter Haven
      451 3rd Street NW
      Winter Haven, FL 33881

By requiring Insurance and/or accepting any indemnification, the City does not intend to waive its sovereign immunity under Florida law or the limits of the City's liability as set forth in Section 768.28 of the Florida Statutes regardless of whether based in statute, contract, negligence, indemnity, products liability, strict liability, or otherwise.

3. Facility Rules & Operational Requirements

Renters/Users and guests must comply with City policies, facility rules, and safety protocols. Key expectations include:
- All events must end, and all guests must be out of the facility and off property by 11:00 PM.
- Only free-standing decorations are allowed.
- Guest counts cannot exceed contracted capacity.
- Restricted areas must remain secured.
- Electrical panels may not be accessed by renters/users.

4. Alcohol, Security & Insurance Requirements

Events serving alcohol require:
- Alcohol is permitted only for private events and must not be sold without the appropriate licensing.
- Hiring off-duty Winter Haven Police Department officers is required.
- Alcohol Liability Insurance in a form and manner deemed acceptable to the City is required.

Officers must be scheduled in advance. Late scheduling may incur additional fees.

5. Event Cancellation, Refunds & Violations

Cancellations must be received in writing a minimum of 30 days prior to the reservation date for a full refund. Refunds require written request. Deposits may be forfeited for violations such as exceeding capacity, damages, rule violations, lack of officer requirements, or failing to end on time.

6. Facility Care and Responsibility

- Renters/Users are responsible for maintaining a clean, safe, and damage-free environment.
- Renters/Users must remove all trash, decorations, and personal items by the end of the rental/use.
- Damage to rental/use space or equipment may result in repair or replacement costs and suspension or revocation of future booking privileges.

7. Concessions and Food Service

All catering, food sales, or food truck operations must be pre-approved by the City.

8. Supervision and Staffing

City staff must be present during all rentals/use as determined solely by the City.

9. Prohibited Activities and/or Items

The following are prohibited within the facility:

- Smoking or vaping inside the facility.
- Alcohol service without prior written approval and required staffing/permits.
- Open flames, fireworks, sparklers, or devices that may activate fire alarms.
- Glitter, confetti, helium balloons, water beads, sand, and similar materials.
- Attaching decorations directly to walls, ceilings, or fixtures.
- Entering staff-only or restricted areas.

- Blocking exits or hallways.
- Unapproved movement of furniture or equipment.

Enforcement and Penalties

Failure to comply with this policy or the Facility /Rental/Use Agreement may result in:

1. Immediate termination of current rental/use.
2. Forfeiture of deposits and/or rental/use fees.
3. Denial of future rental/use privileges.
4. Liability for any damage or costs including but not limited to attorney's fees incurred by the City.

Administration

This policy shall be administered by the City's Parks, Recreation & Culture Department. The Department Director or designee is authorized to interpret and enforce the provisions herein and make minor administrative adjustments as needed.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the **City of Winter Haven, Florida** ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, Pursuant to section 288.101, Florida Statutes ("F.S.") Grantee submitted a proposal for funds.

WHEREAS, based on Grantee's submitted proposal and any amendments thereto (collectively, the "Proposal"), Commerce has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the "Project") is necessary to facilitate the economic development and growth of the State.

WHEREAS, Commerce has determined that Grantee's commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the "Grant Fund") pursuant to section 288.101, F.S.

WHEREAS, Commerce is authorized to enter into this Agreement pursuant to section 288.101, F.S. Grantee has authorized its officers to execute this Agreement on Grantee's behalf by Resolution or, alternatively, by other Commerce-approved form of official authorization, a copy of which is attached as Exhibit D and made a part of this Agreement.

WHEREAS, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
  - **Exhibit 1 to Exhibit B: Funding Resources**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Grantee's Resolution**
- **Exhibit E: Notice of Completion and Engineer's Certification of Compliance**
- **Exhibit F: State and Federal Statutes, Regulations, and Policies**

WHEREAS, this Agreement and its Exhibits are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency.

NOW, THEREFORE, incorporating by reference the foregoing recitals, which are an integral part of this Agreement, and for and in consideration of the agreements, covenants and obligations set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. **TERM.** This Agreement is effective as of July 17, 2025 ("Effective Date") and shall continue until the earlier to occur of: (a) December 31, 2039 ("Expiration Date")

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

unless an extension of the time period is requested by Grantee and granted in writing by Commerce prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by Commerce in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

2. PERFORMANCE REQUIREMENTS: Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. TYPE OF AGREEMENT: This Agreement is a ***cost reimbursement*** agreement.

4. RELEASE OF FUNDS: Commerce shall pay Grantee up to **One Million, Five Hundred Thousand Dollars and Zero Cents ($1,500,000.00)** in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with section 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce. Grantee shall not use funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. Commerce has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and Commerce may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if Commerce determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs that exceed the payment amount provided by Commerce.

5. PAYMENTS TO GRANTEE:

a. Grantee shall provide Commerce's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to Commerce's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

c. Payment shall be made in accordance with section 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Grantee due to preparation errors will result in a delay of payment. Commerce is responsible for all payments under this Agreement.

d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN**: In accordance with section 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

g. If Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is in a fiscally constrained county, as defined in section 218.67(1).

If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. Commerce shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters, or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. Commerce shall not pay Grantee until Commerce: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee must meet all requirements listed in Exhibit A, SCOPE OF WORK, and complete them by the specified deadline to fulfill the terms of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, Commerce shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through Commerce shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

7. REPRESENTATIONS AND WARRANTIES. Grantee hereby makes the following representations and warranties to Commerce, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Commerce to enter into this Agreement, and in reliance on which Commerce has entered into this Agreement, as of the Effective Date, the dates on

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon Commerce's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in section 287.133, F.S.) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in section 287.134, F.S.). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money, or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change, or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials. Grantee must keep Commerce informed continuously throughout the duration of this Agreement. This duty must be performed promptly.

d. Commerce shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Commerce's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to Commerce in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading. If it is later discovered a material misstatement or omission was made, Grantee shall immediately inform Commerce.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should a transfer of venue be necessary, Grantee agrees to pay all costs associated with the transfer. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is following the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. Commerce shall ensure compliance with sections 11.062 and 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Commerce's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of section 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

e. Public Entity Crime: Grantee is aware of and understands the provisions of section 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two ($35,000 in 2023) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to Commerce if Grantee, or any of Grantee's affiliates, as defined in section 287.133(1)(a), F.S., is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

g. Disclosure of Sponsorship: As required by section 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) Vendors on Scrutinized Companies Lists: Grantee is aware of and understands the provisions of section 287.134(2)(a), F.S. As required by section 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

a) Pursuant to section 287.135(5), F.S., Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If Commerce determines that Grantee has submitted a false certification, Commerce will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce may bring a civil action against Grantee. If Commerce's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of Commerce's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Grantee shall disclose to Commerce if it or any of its affiliates, as defined by section 287.134(1)(a), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) Information Release:

a) Grantee shall keep and maintain public records required by Commerce to perform Grantee's responsibilities hereunder. Grantee shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from the Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

b) If Commerce does not possess a record requested through a public records request, Commerce shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If Grantee does

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.

c) Grantee acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to Commerce under this Agreement may constitute public records under Florida Statutes. Grantee must cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be clearly marked and specifically identified as such by Grantee prior to submittal to Commerce. Failure to clearly mark and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Grantee does not transfer the records to Commerce upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify Commerce of the receipt and content of such request by sending an e-mail to PRRequest@Commerce.fl.gov within one business day from receipt of such request.

g) Grantee shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Grantee shall cooperate with Commerce in taking all steps as Commerce deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of section 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

b) Grantee shall refund to Commerce any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to Commerce all funds paid exceeding the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

7) **Section 288.101, F.S.:** Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of section 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. FINAL INVOICE: Grantee shall submit the final invoice for payment to Commerce no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole and absolute discretion, may refuse to honor any requests submitted after this time and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. RECOUPMENT OF FUNDS:

a. Grantee shall refund to Commerce any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to Commerce such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if Commerce first discovers an overpayment, Commerce shall notify Grantee in writing, and Grantee shall repay to Commerce each such overpayment no later than 30 calendar days after receiving Commerce's notification. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Commerce may charge interest at the highest lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. Commerce is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if Commerce imposes financial consequences on Grantee pursuant to the terms of this Agreement, Commerce has the right to recoup all resulting cost, monetary loss and/or funds owed to Commerce or the State, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to Commerce or the State arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay Commerce in full such cost, loss, and/or funds owed to Commerce or the State with non-State funds within 30 calendar days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe. Commerce, in Commerce's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to Commerce or the State under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds Commerce provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Commerce's request, Grantee shall cooperate with Commerce to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@Commerce.fl.gov. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Grantee.

g. Grantee shall: (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. Commerce may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

   i. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

   ii. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

c. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

consent may be withheld in Commerce's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. Commerce will always be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If Commerce approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend Commerce against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, and agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all Commerce security and administrative requirements detailed herein. Commerce may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. Commerce may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, Commerce may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of Commerce.

e. In accordance with section 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving Commerce's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

f. Grantee shall provide to Commerce a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.) Notwithstanding the terms "equipment" and "fixtures" in the definition of "nonexpendable property" cited above, Commerce and the Grantee agree that rail spur components, once placed, become affixed to real property and legally a part thereof and such components, once placed, do not constitute nonexpendable property. Further Commerce and Grantee agree that this provision does not apply to interests in real property

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without Commerce's written permission; provided further that Grantee shall always follow Commerce's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in Commerce and said property shall be transferred to Commerce upon completion or termination of this Agreement unless otherwise authorized in writing by Commerce.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, as defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

18. INSURANCE: Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., then pursuant to section 768.28(19), F.S., neither Party provides insurance for the other. Grantee will require all of its contractors to provide insurance to Commerce as set forth below and all insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide Commerce with written verification from Grantee's contractor/subcontractor/consultant/subconsultant of the existence and amount for each type of applicable insurance coverage. The insurance policy must name Commerce as an additional insured and identify Commerce's Agreement Number. Within 30 calendar days of the Grantee's retention of a contractor/subcontractor/consultant/subconsultant, Grantee shall furnish Commerce with proof of applicable insurance coverage obtained by Grantee's contractor/subcontractor/consultant/subconsultant by standard ACORD form certificates of insurance. If any applicable coverage is cancelled for any reason, Grantee's contractor/subcontractor/consultant/subconsultant shall be contractually required to immediately notify Commerce of such cancellation and must obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

b. Commerce shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's contractor/subcontractor/consultant/subconsultant's sole responsibility. Grantee's contractor/subcontractor/consultant/subconsultant shall obtain the following types of insurance policies.

1) Commercial General Liability Insurance: Grantee's contractor/subcontractor/consultant/subconsultant shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

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. Grantee's contractor/subcontractor/consultant/subconsultant shall cause Commerce 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 Commerce as an Additional Insured shall be primary and non-contributory 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. Grantee's contractor/subcontractor/consultant/subconsultant shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, Commerce shall be provided with an ACORD Certificate of Liability Insurance and the applicable endorsement(s) reflecting the coverage described herein. Commerce 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. Commerce'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 Commerce may have.

2) Workers' Compensation and Employer's Liability Insurance: Grantee's contractor/subcontractor/consultant/subconsultant, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work. If subletting any of the work, ensure that the subcontractor(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 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.

3) Other Insurance: During the term of this Agreement, Grantee's contractor/subcontractor/consultant/subconsultant shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, chapter 119, F.S., and other applicable state and federal laws must govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees while performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with State and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. When Grantee has access to Commerce's network and/or applications, to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, at Grantee's sole expense, but only after receipt of Commerce's written approval of the contents of the notice. If requested by Commerce, Grantee will include credit monitoring services at Grantee's sole expense for those individuals affected or potentially affected by a breach of security for a two-year period following the breach. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in section 501.171, (1)(a), F.S. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or because of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with section 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with section 1004.23(6), F.S.

22. INDEPENDENT CONTRACTOR STATUS: In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is always acting and performing as an independent contractor. Commerce shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, and assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind Commerce unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment because of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by Commerce in Exhibit A, SCOPE OF WORK, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. Commerce shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

23. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. MODIFICATION: If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties be enforceable.

25. TIME IS OF THE ESSENCE: Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

26. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. TERMINATION: Commerce may terminate this Agreement if:

a. Commerce determines in its sole and absolute discretion that it is in the State's interest to do so;

b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;

c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;

d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24-hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;

e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for 60 calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to pay its debts as they become due, admits in writing its inability to pay its debts, fails generally to pay its debts as they become due, or if any writ or warrant of attachment or execution or similar process is issued or levied against all of any significant part of Grantee's property, or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by Commerce of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

h. Notwithstanding anything in this Agreement to the contrary, if Grantee meets Commerce's Return on Investment requirement outlined in **Exhibit A Scope of Work**, Grantee and Commerce may agree to terminate this Agreement early.

i. Notwithstanding anything in this Agreement to the contrary, if Commerce exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within 30 calendar days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as Commerce specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. DISPUTE RESOLUTION: Unless otherwise stated in Exhibit A, SCOPE OF WORK, Commerce shall decide disputes concerning the performance of this Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

29. INDEMNIFICATION: Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., and pursuant to section 768.28(19), F.S., neither Party provides indemnification or assumes any liability for the other Party for the other Party's negligence. Nothing herein is intended to waive the sovereign immunity of Commerce or the Grantee, regardless of whether any obligation, claim, or cause of action is based on, or sounds in, tort, contract, strict liability, negligence, products liability, or otherwise, and any obligation of Commerce and its officers, employees, and agents, and the Grantee and its elected officials, officers, employees and agents, shall be limited in the same manner that would apply if the obligation was based on, or arose out of, an action at law to recover damages in tort and was subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract. However, the Grantee will require all of its contractors, consultants, subcontractors, and subconsultants to provide indemnification as set forth.

a. Grantee's contractors, subcontractors, consultants, and subconsultants shall be fully liable for the actions of their agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee's contractor/subcontractor/consultant/subconsultant, its agents, employees, partners, or subcontractors; provided, however, that Grantee's contractors, subcontractors, consultants, and subconsultants shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages caused exclusively by Commerce of the State's negligent act or omission.

b. Further, Grantee's contractors, subcontractors, consultants, and subconsultants shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's contractor's/subcontractor's/consultant's/subconsultant's products or Commerce's operation or use of Grantee's contractor's/subcontractor's/consultant's/subconsultant's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's contractor's/subcontractor's/consultant's/subconsultant's opinion is likely to become the subject of such a suit, Grantee's contractor/subcontractor/consultant/subconsultant may, at Grantee's contractor's/subcontractor's/consultant's/subconsultant's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee's contractor/subcontractor/consultant/subconsultant is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee's contractor/subcontractor/consultant/subconsultant shall remove the product and refund Commerce the amounts paid more than a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

c. The obligations of Grantee's contractors, subcontractors, consultants, and subconsultants under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee's contractor/subcontractor/consultant/subconsultant (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the contractor's/subcontractor's/consultant's/subconsultant's sole expense, and (3) assistance in defending the action at Grantee's contractor's/subcontractor's/consultant's/subconsultant's sole expense.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify, defend, and hold Commerce harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to Commerce for reimbursement for costs under this Agreement where Commerce is imposing the financial consequences stated herein.

e. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Commerce and all of its officers, agents, and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due in part or whole to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."]

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of $300,000 or two times the total dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, Commerce shall not be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if Commerce has been advised that such damages are possible. Commerce shall not be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State or Commerce may set off any liability or other obligation of Grantee or its affiliates to the State or Commerce against any payments due Grantee under any Agreement with the State or Commerce.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to mitigate the resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing timely notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing Commerce in Commerce's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of Commerce. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE'S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions Commerce provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, or any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. Commerce may,

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given: (i) when personal.y delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee's Payee:	**Grantee's Agreement Manager:**
City of Winter Haven, Florida	Eric Labbe
Post Office Box 2277	451 Third St. NW
Winter Haven, FL 33883	Winter Haven, FL 33881
Phone: (863) 291-5600	863.291.5600
FEIN:59-6000453	
mstavres@mywinterhaven.com	elabbe@mywinterhaven.com

Commerce's Agreement Manager:

Gary Cooper
107 E. Madison St. MSC-80
Tallahassee, FL 32399
850-717-8970
Gary.Cooper@Commerce.fl.gov

The remainder of this page has been intentionally left blank.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and, in the exhibits, attached hereto and incorporated herein, the Parties' duly authorized officials sign this Agreement.

	FLORIDA DEPARTMENT OF COMMERCE	**CITY OF WINTER HAVEN, FLORIDA**
By	J. Alex Kelly Signature	T. Michael Stavres Signature
Title	**J. Alex Kelly** **Secretary**	**T. Michael Stavres** **City Manager**
Date	1/21/2026	1.12.2026

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: Bradley Dillon

Approved Date: 1/21/2026

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Exhibit A
SCOPE OF WORK

1. **PROJECT DESCRIPTION:** Section 288.101, F.S., established the Florida Job Growth Grant Fund (the "Program") to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded **$1,500,000.00** for the construction of a new, 4,500-foot rail spur within the Central Florida Intermodal Logistics Center (CFILC). The project will include the design and construction of the rail spur and turnout/switch and will provide rail access to approximately 350 acres of industrial land within the CFILC. The new rail spur will benefit the logistics industry, including refrigerated warehousing and storage, and is expected to create at least 200 new, well-paying jobs. Prior to the commencement of construction, the Grantee must secure an appropriate easement or other equivalent property interest, subject to Commerce's review and approval to ensure significant public benefit and access for rail spur users.

2. **GRANTEE'S RESPONSIBILITIES**:

a. **COMMENCEMENT AND TIMELINE.**

1) The Parties' execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.
Commerce shall not reimburse Grantee for any work performed prior to July 17, 2025, unless Commerce expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:
- Provide to Commerce's Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and
- Request from Commerce's Agreement Manager a Notice to Proceed.
Commerce shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3) Work on the Project shall commence on or before March 15, 2026, (the "Commencement Date"), unless terminated earlier. Commerce shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date and provide evidence of the same to Commerce upon Commerce's request to Commerce's satisfaction. If construction in connection with the Project does not commence within two (2) years of the Effective Date, Commerce may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2026, (the "Expend by Date") shall be forfeited and shall revert to Commerce. For the purposes of this Agreement, expended means when funds have cleared the Grantee's banking institution.

b. **DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS.**

1) Grantee shall undertake or procure the design, construction, and Consultant Construction Engineering Inspection ("CCEI") or Construction Manager at Risk ("CMAR") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to Commerce that Grantee's design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to Commerce certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to Commerce on or before the Commencement Date, Commerce may, in its sole and absolute discretion, terminate this Agreement.

3) Grantee shall provide to Commerce its written notification of either its intent to:

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable State and federal statutes, rules, and regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or

b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by Commerce, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.

4) If the Project is procured pursuant to chapter 255, F.S., for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of sections 255.0991 and 255.0992, F.S.

5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.

6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.

7) Grantee shall hire a qualified CCEI or CMAR to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the current Florida Department of Transportation's Standard Specifications for Road and Bridge Construction ("Standard Specifications"), as amended from time to time. Commerce shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI or CMAR firm may not be the same firm as that of the Engineer of Record for the Project.

8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with section 337.18(1), F.S. and as set forth in the Standard Specifications.

9) Grantee shall require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement insurance as set forth in section 18 of the Agreement. Grantee shall cause its contractor to provide the greater of the insurance coverage as set forth in section 18 of the Agreement or insurance coverage in accordance with Section 7-13 of the Standard Specifications.

10) Grantee shall require Grantee's contractor to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, the Standard Specifications, and that it meets any other applicable standards.

11) Grantee must expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the funds for mitigation, the installation or relocation of utilities, for any legal action against the State or Commerce, or costs associated with preparation of the Proposal.

12) Upon completion of the work authorized by this Agreement, Grantee shall notify Commerce in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit E. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from Commerce in advance of the deviation being constructed.

13) Upon completion of the Project, Grantee shall be responsible for maintenance of the facilities that are constructed under this Agreement for so long as it owns an interest in the real property on which the Project is situated. If Grantee conveys its interest in the real property on which the Project is situated, Grantee shall require the receiving party, together with its heirs and assigns, to undertake all future maintenance of facilities required by this Agreement The terms of this provision shall survive the termination of this Agreement and may be enforced by Commerce.

c. **RETURN ON INVESTMENT**. Grantee's failure to meet the Return-on-Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least $100,000,000 has been made and paid for by private businesses at the location of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the 10 year anniversary of the Expend by Date falls (such date, the "Capital Investment Date").

2) Grantee shall certify that at least 200 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Expend by Date falls (such date, the "Job Creation Date").

d. **COMPLETION OF CONSTRUCTION:** Grantee shall:
   a. Obtain all City and State permits required
   b. Complete design and engineering plans
   c. Clear all vegetation necessary to install rail spur
   d. Installation of a new, 4,500-foot rail spur

3. COMMERCE'S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Grantee.

4. DELIVERABLES: Grantee shall provide the following services as specified:

Deliverable No. 1:		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Complete design and engineering plans in accordance with Sections 2.b and 2.d of this Scope of Work.	Complete design and engineering plans in accordance with Sections 2.b and 2.d of this Scope of Work, evidenced by submission to FloridaCommerce's Agreement Manager of copies (in digital or hard copy format) of final design and engineering plans.	Failure to meet the minimum level of service by December 31, 2025, shall result in non-payment.
		DELIVERABLE NOT TO EXCEED: $25,000.00
Deliverable No. 2:		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Complete installation of rail spur in accordance with Sections 2.b and 2.d of this Scope of Work.	Completion of the installation of the rail spur as detailed in sections 2.b and 2.d of the Scope of Work. Grantee may be allowed reimbursement upon completion of construction activities in accordance with sections 2.b and 2.d of this Scope of Work in the following increments: 10% 20% 30% 40% 50% 60% 70% 80% 90%, and 100%. Progress shall be evidenced by submission of the following documentation: 1. Completed AIA Forms G702 and G703, singed by a licensed	Failure to meet the minimum level of service by June 30, 2026, shall result in non-payment.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

	professional certifying to the percentage of project completion. 2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	
		DELIVERABLE NOT TO EXCEED: $1,475,000.00
		TOTAL AMOUNT NOT TO EXCEED $1,500,000.00

Cost Shifting: deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%)** of each deliverable total funding amount. Changes that exceed **ten percent (10%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24., of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

5. Financial Consequences: The following financial consequences apply under the following circumstances:

a. RETURN ON INVESTMENT. If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then Commerce may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then Commerce may demand, and Grantee must repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then Commerce will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. Commerce has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If Commerce makes such a demand for repayment, Grantee shall remit funds to Commerce within 24 months of such demand. In addition to any other remedies available to Commerce, in the event that Grantee fails to remit such funds to Commerce within 24 months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. Commerce will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. Commerce shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate financial consequences imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.

b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and Commerce shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for $100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for $90,000, and the remaining $10,000 will be withheld.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), Commerce hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Job Creation Date, and the Capital Investment Date by 12 months. In the event that Grantee exercises the Option, within 10 business days of exercising the Option, Grantee shall pay to Commerce a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to Commerce written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon Commerce's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

6. REPORTING:

a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and 4. Reporting is due quarterly until expiration date, or Grantee meets full completion of the ROI defined in Section 2.c, whichever comes first. Full completion of section 2.c enacts an administrative close out. Quarterly reports are due to Commerce no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of Project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.

b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

c. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

d. Follow-up Reports: By no later than January 31st of the year immediately following the year on which the 10 year anniversary of the Expend by Date falls, Grantee shall provide Commerce with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of section 215.971(1), F.S., and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf).

a. Grantee shall provide one invoice per _month_ for all services rendered during the applicable period of time.

b. The following documents shall be submitted with the itemized invoice:

1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the Project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4,

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D
Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement;

2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the Project, or a quantifiable portion of the Project, is complete;
4) Photographs of the project in progress and completed work;
5) A copy of all supporting documentation for vendor payments;
6) A copy of the cancelled check(s) specific to the Project; and
7) A copy of the bank statement that includes the cancelled check.

c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and as specified above in Section 4, DELIVERABLES, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's rights under this Agreement, at law, or in equity, including but not limited to, Commerce's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

The Parties acknowledge and agree that the remedies set forth in Sections 4 and 5 of this Scope of Work constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by Commerce would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each Party further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that Commerce will suffer or incur as a result of any such breach and is not a penalty. **Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are a penalty, excessive, or punitive**. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions Commerce would not enter into this Agreement and therefore the Agreement will be treated as void ab initio if the financial consequences or liquidated damages are invalidated.

9. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud, or criminal activities to Commerce's Agreement Manager in writing within 24 hours.

10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by Commerce; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment. This provision does not apply in the event of termination by mutual agreement pursuant to Section 27 h. of this Agreement.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D
Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

11. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. DISPOSITION OF PROJECT PROPERTY:

a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

b. Grantee shall provide a 90-calendar day advance written notification to Commerce, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement's property or modify the use of this Agreement's property from the purposes authorized herein. If either of these situations arise, Commerce shall have the right, in Commerce's sole discretion, to demand that Grantee reimburse Commerce for part or all the funding provided to Grantee under this Agreement.

c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

    1) Grantee is authorized to retain ownership of the improvements to real property so long as: the real property subject to the improvements is used for the purposes provided in this Agreement.

13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:

a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created because of the Project.

    1) New Job – means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, created because of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment because of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).

    2) Retained Jobs – Retained Jobs are jobs that would have been eliminated or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

3) Leased Employees – Leased employees may be counted toward Grantee's jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee's job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with a FEIN) generally do not qualify as New Jobs as they relate to the "fee-for-service" arrangement described below. Employees of a business that has entered a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers' employees are generally not considered "New Jobs" include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.

b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.

1) Monthly Head count of Salaried Project Jobs: For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.

2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours *(1,820 hours per year divided by 12 months)* to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 *(35 hours x 52 weeks)* to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.

3) New Job Calculation – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.

c. **Determination of Capital Investment.** Commerce accepts as capital investment so-called "hard" costs (such as construction and renovations of buildings, and acquisition of equipment) and "soft" costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

End of Exhibit A (SCOPE OF WORK

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Exhibit B

AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Exhibit B.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR 200.90, 200.64, and 200.70.

1. A recipient that expends $1,000,000.00 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000.00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $1,000,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $1,000,000.00 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, 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

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $1,000,000.00 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $1,000,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A"

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@Commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred): mailto:Audit@Commerce.fl.gov	or	Paper (hard copy): Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request without cost. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Remainder of Page Intentionally Left Blank

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

EXHIBIT 1 to Exhibit B

FUNDING RESOURCES

FEDERAL RESOURCES AWARDED TO THE GRANTEE, AS REFERRED TO IN THIS EXHIBIT 1 TO EXHIBIT B AS SUBRECIPIENT, PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	N/A
Assistance Listing Title	N/A
Assistance Listing Number	N/A
Award Amount	**N/A**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. Commerce will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through Commerce's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:
Federal Program: **N/A**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency	Florida Department of Commerce

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Catalog of State Financial Assistance Title	Economic Development Tax Refund, Tax Credit, and Grant Program.
Catalog of State Financial Assistance Number	40.043
Award Amount	**$1,500,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Title 45 CFR 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

Remainder of Page Intentionally Left Blank

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____ Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $1,000,000.00 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $1,000,000.00 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

EXHIBIT D

INTENTIONALLY LEFT BLANK

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D
Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

EXHIBIT E

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT
Between
THE FLORIDA DEPARTMENT OF COMMERCE
and _____

PROJECT DESCRIPTION:
_____

Commerce Agreement No.
_____

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____ _____, 20___.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned Engineer of Record certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, Grantee shall furnish Commerce a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D
Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Exhibit F

STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
   a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
   b. Universal Identifier and System for Award Management (SAM), 2 CFR 25, pursuant to which the award term set forth in Appendix A to 2 CFR 25 is hereby incorporated by reference.
   c. Reporting Subaward and Executive Compensation Information, 2 CFR 170, pursuant to which the award term set forth in Appendix A to 2 CFR 170 is hereby incorporated by reference.
   d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR 180, subpart B) that the award is subject to 2 CFR 180 and Treasury's implementing regulation at 31 CFR 19.
   e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR 200, Appendix XII to Part 200 is hereby incorporated by reference.
   f. Requirements for Drug-Free Workplace, 31 CFR 20.
   g. New Restrictions on Lobbying, 31 CFR 21.
   h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
   i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
   b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200;
   c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
   d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
   e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
   f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

Docusign Envelope ID: 755BC842-96C1-4A63-9641-29CF8BD5778D

5. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
7. Disclaimer.
   a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
8. Protections for Whistleblowers.
   a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
   b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

Remainder of Page Intentionally Left Blank