

**CITY COMMISSION
REGULAR MEETING
OFFICIAL AGENDA
January 20, 2026
6:00 p.m.**

**Municipal Administration Building
Commission Chambers
201 W. Central Avenue
Lake Wales, FL 33853**

1. INVOCATION
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. ROLL CALL
5. PROCLAMATIONS AND AWARDS

6. COMMENTS AND PETITIONS

Public participation from residents, taxpayers, business owners, and utility customers is encouraged. The City Commission welcomes information that would assist them in considering agenda items, City business, and otherwise fulfilling the City's mission to make Lake Wales "a bit better or more beautiful" for its citizens.

Anyone wishing to speak should give their name, state if they are a resident, taxpayer, business owner, or utility customer and they will have 5 minutes.

Courtesy and respect is the hallmark. Speakers are expected to address the Commission and not audience members, and not engage in back and forth discussions that can deteriorate into argument, debate and accusations.

Questions about subject matter are best directed to city staff during normal business hours

Documents:

[SPEAKER CARDS LAKE WALES.PDF](#)
[COMMENTS AND PETITIONS 1-20-26.PDF](#)

7. CONSENT AGENDA

Any member of the public can ask the City Commission to pull a consent item for separate discussion and vote that they would like to make comment on.

7.I. Minutes - January 6 & 14, 2026

[JANUARY 6, 2026](#)

[JANUARY 14, 2026](#)

7.II. Approval Of Application For Florida Department Of Agriculture And Consumer Services (FDACS) Community Forestry Grant

The City Commission will consider approval of FDACS grant application to enhance storm resiliency by performing preventative tree maintenance.

Documents:

[01 AGENDA MEMO FORESTRY GRANT.PDF](#)
[01A PROJECT LOCATION MAP.PDF](#)
[CF-HIR APPLICATION_LAKE WALES_TREE MAINTENANCE.PDF](#)

7.III. Authorization To Expend Funds – FY 25/26 Street Resurfacing Program To Asphalt Paving System Inc. (APS)

Staff is requesting authorization to expend \$937,319.03 for the FY 2025–2026 annual street resurfacing program. Work will be completed by Asphalt Paving Systems, Inc. under the City's existing resurfacing agreement.

Documents:

[AGENDA MEMO STREET RESURFACING 25-26 FY.REV.PDF](#)
[RS PROP N770C --IN -- LAKE WALES FY26 - MILL OVERLAY CAPE - VAR RDS - 934K -- 1-15-26.PDF](#)
[25-26 STREET LIST_FINAL.PDF](#)
[2023 ITB ASPHALT PAVING AGREEMENT SUMTER COUNTY.PDF](#)

7.IV. Approval Of Airport Ford F-250 Vehicle Purchase

Staff is recommending City Commission approval for the purchase of one (1) Ford F-250 truck for the Airport, which was budgeted for in the adopted fiscal year budget but was inadvertently omitted in the prior vehicle procurement memo on November 4, 2025.

Documents:

[AGENDA MEMO AIRPORT VEHICLE LEASE PURCHASES 2025-26.REV2.PDF](#)
[BANCORP SCHEDULE FOR COLW FORD F250 LA 23803 PO 1587.PDF](#)

7.V. Eagle Ridge Mall Area Force Main Cleaning

Staff is recommending the approval to expend funds for \$87,865.32 for the force main cleaning services provided by Professional Piping Services.

Documents:

[AGENDA MEMO-EAGLE RIDGE MALL AREA FORCE MAIN CLEANING 2025REV4.PDF](#)
[EAGLE RIDGE MALL QUOTE.PDF](#)
[PROFESSIONAL PIPING SERVICES PIGGYBACK AGREEMENT.PDF](#)
[ORMOND BEACH RESOLUTION 2025-137.PDF](#)
[AGREEMENT - ORMOND BEACH.PDF](#)
[BID PACKET.PDF](#)

7.VI. Southside Force Main Cleaning

Staff is recommending the approval to expend funds for \$51,399.60 for the force main cleaning services provided by Professional Piping Services.

Documents:

[AGENDA MEMO SOUTHSIDE FORCEMAIN CLEANINGREV1.PDF](#)
[SW FORCE MAIN QUOTE.PDF](#)

7.VII. Masterpiece Forcemain Extension

Staff proposes to install approximately 1100 linear feet of 6-inch forcemain to assist in the expansion of the sanitary sewer system along Masterpiece Road, Burns Avenue and Buckmoore Road.

Documents:

[MASTERPIECE FM EXTENSION MEMO.REV2.PDF](#)
[CORE AND MAIN QUOTE 11-07-25 MASTER PIECE RD FM](#)
[EXTENSION_LAKE WALES_FL_BID_4559699_11-10-2025_0730_AM.PDF](#)
[FERGUSON QUOTE - M067568771.PDF](#)
[FORTILINE QUOTE - 6755195.PDF](#)
[HAYES SUPPLY QUOTE - F3684687.PDF](#)
[EVAN AND LYLES QUOTE.PDF](#)
[ODOM CONTRACTING QUOTE.PDF](#)
[LOPEZ UNDERGROUND DIRECTIONAL BORE.PDF](#)
[PROPOSAL 25-024 MASTER PIECE OPEN CUT.PDF](#)
[LOPEZ CONSTRUCTION CONTRACT 2026.PDF](#)

7.VIII. Special Event Permit Application: Spring Friday Series February - May 2026

This is a request from the City of Lake Wales Communications Department to host a series of 4 Friday events in Downtown Lake Wales. The dates are February 6, March 13, April 24, and May 1. This event includes the serving alcohol.

Documents:

[MEMO SPRING FRIDAY SERIES.PDF](#)
[CITY SPRING FRIDAY SERIES SPECIAL EVENT APPLICATION.PDF](#)
[SPRING FRIDAY SERIES SET UP INFO.PDF](#)

7.IX. Special Event Permit: Cork And Keys April 9, 2026

This is a request by Main Street to have a wine walk event called Cork and Keys on Thursday, April 9, 2025 from 4:00 p.m. – 8:00 p.m. The event will include alcohol.

Documents:

[AGENDA ITEM CORK AND KEYS APRIL 2026.PDF](#)
[CORK AND KEYS SPECIAL EVENT APPLICATION.PDF](#)
[CORK AND KEYS 2026 MAP.PDF](#)

8. OLD BUSINESS
9. NEW BUSINESS
10. CITY ATTORNEY
11. CITY MANAGER

11.I. Commission Meeting Calendar

Documents:

[COMMISSION MEETING CALENDAR JAN 2026.PDF](#)

12. CITY COMMISSION COMMENTS

13. MAYOR COMMENTS

14. ADJOURNMENT

(The staff memos are incorporated into the official record)

Minutes of the City Commission meeting can be obtained from the City Clerk's Office. The minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recording, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be the expense of the requesting party.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 5:00 p.m. on the day prior to the meeting.

Appeals concerning decisions on issues requiring a public hearing:

Persons who wish to appeal any decision made by the City Commission with respect to any matter considered during a public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

City of Lake Wales, Florida
CITY COMMISSION - REQUEST TO SPEAK
The time limit is five minutes.



Date: _____

Speaker's Name: _____ Representing _____
(Print clearly)

Speaker's Address: _____
(Optional) (Print complete address)

_____ City State Zip Code

Telephone No: _____ Email: _____

Sign me up for the quarterly email newsletter

I wish to speak on this Agenda Item(s) or topic: _____

I waive my right to speak, but wish to express my opinion regarding Agenda items (Identify Items) _____,

For or Against (Circle One), Comments: _____

This form is a public record and will be added to the online agenda packet after the meeting.

City of Lake Wales, Florida
CITY COMMISSION - REQUEST TO SPEAK
The time limit is five minutes.



Date: _____

Speaker's Name: _____ Representing _____
(Print clearly)

Speaker's Address: _____
(Optional) (Print complete address)

_____ City State Zip Code

Telephone No: _____ Email: _____

Sign me up for the quarterly email newsletter

I wish to speak on this Agenda Item(s) or topic: _____

I waive my right to speak, but wish to express my opinion regarding Agenda items (Identify Items) _____,

For or Against (Circle One), Comments: _____

This form is a public record and will be added to the online agenda packet after the meeting.

City of Lake Wales, Florida

CITY COMMISSION - REQUEST TO SPEAK

The time limit is five minutes.



Date: 1-20-26

Speaker's Name: Berby Wynkers Representing _____
(Print clearly)

Speaker's Address: 413 E. Seminole Ave
(Optional) (Print complete address)

Lake Wales Fl 33853
City State Zip Code

Telephone No: 8632895030 Email: berbywynkers@comcast.net

Sign me up for the quarterly email newsletter

I wish to speak on this Agenda Item(s) or topic: 6

I waive my right to speak, but wish to express my opinion regarding Agenda items (Identify Items) _____

For or Against (Circle One), Comments: _____

This form is a public record and will be added to the online agenda packet after the meeting.

MEMORANDUM

DATE: January 12, 2026

TO: Honorable Mayor and City Commission

VIA: James Slaton, City Manager

FROM: Deena Drumgo, Assistant City Manager

SUBJECT: Approval of Application for Florida Department of Agriculture and Consumer Services (FDACS) Community Forestry grant

SYNOPSIS: The City Commission will consider approval of FDACS grant application to enhance storm resiliency by performing preventative tree maintenance.

RECOMMENDATION

It is recommended that the City Commission take the following actions:

1. Approve the Florida Department of Agriculture and Consumer Services (FDACS) Community Forestry grant application.
2. Authorize the Mayor to execute the necessary documents on behalf of the City.

BACKGROUND

In September 2022, Hurricane Ian struck peninsular Florida with extensive wind, flood, and storm surge impacts, causing significant damage to the urban forest. Hurricane Ian impacted most of Florida, with urban forest damage stretching from Fort Myers to Jacksonville. This grant program aims to restore and enhance urban forests across Florida. Its central objective is to strengthen the resilience of these forests against future storms.

The City of Lake Wales is pursuing a grant application under the Florida Department of Agriculture and Consumer Services (FDACS) Community Forestry – Hurricane Ian Recovery (CF-HIR) Program, funded federally by the USDA and Forest Service. The City intends to pursue funding under the Tree Maintenance project category to enhance storm resiliency by performing preventative tree maintenance, including structural pruning and hazard reduction, on public trees in areas vulnerable to storm impacts. CF-HIR application preparation and submittal will be completed by Hale Innovation in coordination with the City. The application submission deadline is January 30, 2026. The maximum grant amount is \$75,000 and would require a 25% match.

The project areas will include:

- Central Avenue (Hwy. 27 to Dr. MLK Jr. Blvd.)
- Central Avenue (Scenic Hwy. to South Lakeshore Blvd.)

- Crystal Lake Park
- Spook Hill (along 5th Street)
- North 3rd Street (Lake Alta)

LAKE WALES CONNECTED PLAN ACTION STEPS

Action #	Description
13	Pursue funding/sponsorship for Olmstead streetscapes
49	Install Olmstead streetscapes focusing initially on E. Park Ave from Scenic Highway to Lake Wailes; continue implementation throughout Downtown and Northwest Neighborhood as funding is available.
59	Continue to pursue funding/sponsorship for Olmstead streetscapes

OTHER OPTIONS

Do not approve the FDACS grant application.

FISCAL IMPACT

There is a 25% match required with a \$75,000 maximum grant amount.

ATTACHMENTS

Project Location Map
Grant Application



Florida Department of Agriculture and Consumer Services
Division of Administration

APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE SUBAWARD

2 CFR 200

**WILTON SIMPSON
COMMISSIONER**

Instructions for Application Packet

*Each field of the application must be completed.

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Amount of funds requested for this project - List the total amount of funds required to complete the scope of work.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.
4. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
5. Subrecipient Registered in SAM - All applicants must be registered in the System of Award Management (SAM) to obtain federal financial assistance. Individuals are not required to register in SAM.
6. Street Address - Record the street address as recognized by the U.S. Postal Service. Do not record a P.O. Box.
7. City - Record the city.
8. State - Record the state.
9. Zip Code plus 4 - Record the nine-digit U.S. Postal Code.
10. Mailing address (if different from above) - Record a different mailing address.
11. Phone Number - Record a 10-digit (xxx-xxx-xxxx) daytime phone number.
12. Fax Number - Record a 10-digit (xxx-xxx-xxxx) fax number.
13. Is the subrecipient delinquent on any federal debt? Record yes or no. The question applies to the applicant. Categories of federal debt include, but are not limited to, delinquent loans, tax, and audit disallowances. If yes, provide an explanation.
14. Cost Sharing (Match) if applicable - Record the value of cost share to be provided.
15. Congressional District - Record the applicant's congressional district.
16. Name and contact information for matters involving this application.
17. Subrecipient Type - Circle the type of subrecipient.
18. Descriptive title of Subrecipient Project - Record a brief descriptive title of the project.
19. Funding Period - Enter the dates, within the award period, as to when the project will begin and finish.
20. Location of Proposed Program/Project - Record the physical address of where the scope of work will be completed.
21. Total # of full-time employees - Record the number of full-time employees. A full-time employee works 40 hours per week.
22. Total # of part-time employees - Record the number of part-time employees. A part-time employee works less than 40 hours per week.
23. Is your organization a 501(c)(3) tax exempt organization? Record yes or no.
24. Has your organization previously received federal financial assistance from FDACS? Record yes or no. Please answer yes if the funding has been received within the last three years.
25. The application must be signed and dated by an authorized representative of the applicant organization.

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY CONTACT INFORMATION

2 CFR 200

Instructions for Application Packet - Key Contact Form

*Each field of the key contact form must be completed.

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.
4. Contact Project Role: Authorized Representative - Record requested information.
5. Contact Project Role: Grant Manager - Record requested information.
6. Contact Project Role: Fiscal Contact - Record requested information.
7. Contact Project Role: Principal Investigator - Record requested information.

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY CONTACT FORM

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009-A		Subrecipient FEIN: 59-6000357	
Subrecipient Legal Name: City of Lake Wales			
Contact Project Role: Authorized Representative			
Name: Jack Hilligoss			
Title: Mayor		Phone Number: (863) 678-4182	Fax Number:
Street Address: 201 W. Central Ave.			
City: Lake Wales		State: Florida	Zip Code plus 4: 33853-4013
Mailing Address (If different from above):			
Contact Project Role: Grant Manager			
Name: Kevin Polk			
Title: Horticulturist		Phone Number: (863) 678-4182 Ext. 1257	Fax Number:
Street Address: 201 W. Central Ave.			
City: Lake Wales		State: Florida	Zip Code plus 4: 33853-4013
Mailing Address (If different from above):			
Contact Project Role: Fiscal Contact			
Name: Dorothy Abbott			
Title: Finance Director		Phone Number: (863) 678 - 4182 Ext. 1184	Fax Number:
Street Address: 201 W. Central Ave.			
City: Lake Wales		State: Florida	Zip Code plus 4: 33853-4013
Mailing Address (If different from above):			
Contact Project Role: Principal Investigator			
Name: Kevin Polk			
Title: Horticulturist		Phone Number: (863) 678-4182 Ext. 1257	Fax Number:
Street Address: 201 W. Central Ave.			
City: Lake Wales		State: Florida	Zip Code plus 4: 33853-4013
Mailing Address (If different from above):			

Florida Department of Agriculture and Consumer Services
Division of Administration

PROJECT NARRATIVE

2 CFR 200

Instructions for Application Packet - Project Narrative

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Amount of funds requested for this project - List the total amount of funds required to complete the scope of work.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.
4. The header section of each page of the project narrative must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The project narrative must not exceed 2, 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. The project narrative must include, but is not limited to:
 - A statement of need for the federal financial assistance and how the project will address the need.
 - A description of the expected project outcomes. The measurable objectives and specific targets of the expected project outcomes should be specified.
 - A plan of action to achieve the projected outcomes and how the plan of action will be accomplished.
 - A timeline of activities or implementation schedule.
 - Collaboration details, if any.
 - Information on key personnel including their background and experience with the project objectives. An indication of the amount of effort the key personnel will provide to the project.
 - Precise location of the project or the area to be served/benefited by the project.
 - A statement of whether this project relates to any other project, current or anticipated.

Florida Department of Agriculture and Consumer Services
Division of Administration

PROJECT NARRATIVE

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009-A	2. Amount of funds requested for this project: \$75,000.00
3. Subrecipient Legal Name: City of Lake Wales	

Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

Project Narrative:

The City of Lake Wales is a proud Tree City USA community, recognized by the National Arbor Day Foundation in 2024 and {INSERT YEAR}, reflecting a long-standing commitment to urban forestry stewardship and community well-being. This initiative builds upon the City's historic and contemporary planning efforts *in relationship with Lake Wales Connected*, a community-based revitalization plan that emphasizes native trees, healthy urban canopies, and walkable streetscapes rooted in a plan by landscape architect Frederick Law Olmsted Jr., who envisioned Lake Wales as "a city in a garden." By proactively addressing hazardous trees along high-use public corridors, this project advances this plan while strengthening public safety, storm resilience, and the long-term health of its community canopy.

Statement of Need

The City currently has a backlog of hazardous street and park trees within public corridors that experience high pedestrian use. Due to limited annual maintenance budgets, available resources are typically prioritized toward children's parks and special-event greenspaces, leaving critical transportation and pedestrian corridors without needed canopy maintenance. As a result, the following project site locations have accumulated deferred tree care needs that cannot be addressed through existing City funding.

The locations are as follows:

1. West Central Avenue - W Central Ave from US HWY 27 to Dr. MLK Blvd
2. East Central Avenue - E Central Ave ROW from South Scenic HWY to North Lakeshore Blvd
3. Crystal Lake Park - 205 N 5th St, Lake Wales, FL 33853Pend
4. Spook Hill corridor - Segment of 5th Street ROW South of Burns Ave
5. Lake Alta corridor - 390 Kissimmee Ave, Lake Wales, FL 33853

Along these roadways and park edges, large, overextended limbs with substantial dead weight, deadwood, and cross-branching extend over sidewalks, travel lanes, school access routes, and adjacent public infrastructure. During high-wind events these conditions greatly increase the risk of limb or whole-tree failure. Such failures pose a direct threat to pedestrians, can damage sidewalks and roadways, block evacuation and emergency response routes, and bring down above-ground power lines, resulting in cascading safety and infrastructure impacts.

Grant assistance is needed to address this backlog through proactive, professional tree maintenance rather than reactive post-storm response. The proposed project will fund one-time pruning by an ISA-certified arborist and crew at five identified high-use locations that are all within publicly owned City rights-of-way. Work will focus on lifting out the canopy, taking off dead weight, performing weight-reduction pruning on overextended limbs, conducting dead pruning, and removing hazardous cross-branching. These actions will reduce wind loading, improve tree form and health, and significantly lessen the likelihood and severity of storm-related failures. The project will also establish a sustainable maintenance baseline by incorporating treated trees into the City's regular pruning rotation so that these conditions do not recur.

Expected Outcomes Include:

- Improved public safety in five high-use through reduced risk of limb and tree failure over sidewalks, roadways, and school routes.
- Improved storm resilience of the urban forest by reducing wind loading and removing existing defects within the tree canopy.
- Protection of public infrastructure, including above-ground power lines, sidewalks, and roadways, from tree-related damage during storm events.
- Improved long-term tree health and condition through removal of dead weight, deadwood, and damaging cross-branching, allowing the City to shift from reactive storm response to planned, cyclical maintenance.
-

Measurable Objectives

- Perform one-time pruning on approximately [X] trees across the five project areas within the grant performance period.
- Complete approximately 8 weeks (320 crew-hours) of contracted ISA-certified arborist services.
- Address 100% of observable hazardous deadwood, dead weight, and overextended limbs on treated trees.
- Maintain continuous pedestrian and vehicular access along Central Avenue, Spook Hill, and the Lake Alta corridor with less susceptibility to storm-related closures attributable to untreated defects in project trees during the grant period.
- Transition approximately [X] trees from a condition requiring intensive servicing to inclusion in the City's regular tree maintenance schedule.

Plan of Action

The City will utilize an urban forestry contractor, Crosson and Payne, led by ISA-certified arborist, to perform all field work under the direction of Kevin Polk, the City's horticulturist and designated grant manager. Polk has over 20 years of professional experience in horticulture and urban landscape management, including leadership roles overseeing park, streetscape, and landscape initiatives and is a Certified Horticulture Professional through the Florida Nursery, Growers and Landscape Association. Prior to implementation, City staff and the contractor will conduct a joint site review to confirm final tree counts, identify specific hazards, and determine maintenance-of-traffic (MOT) requirements for each corridor.

Field activities will include lifting out the canopy to improve clearance over sidewalks and roadways, removing dead weight and major deadwood, performing weight-reduction pruning on overextended limbs, and removing cross-branching that contributes to bark abrasion and decay. Appropriate MOT measures will be implemented to ensure safe pedestrian and vehicular access during operations. All work will be documented by the City, including tree counts, locations, dates, and costs, supported by before-and-after photographs linked to a project map. Following completion, all treated trees will be incorporated into the City's ongoing maintenance rotation.

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK

2 CFR 200

Instructions for Application Packet - Scope of Work

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. **Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.**
4. The header section of each page of the scope of work must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The scope of work must not exceed 2, 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. The scope of work must include, but is not limited to:
 - Describe in detail the activity or work to be conducted. Include project location information.
 - Describe specific project objectives, tasks, and deliverables and related timelines for each. Include who will perform the tasks.
 - Objectives and tasks should relate to the project narrative.
 - Discuss how the scope of work is feasible and can be completed within the award period.
 - Provide quantifiable, measurable and verifiable units of deliverables.
 - Deliverables must be directly related to the scope of work.

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009-A	2. Subrecipient FEIN: 59-6000357
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3. Subrecipient Legal Name: City of Lake Wales
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Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

Performance Measures					
Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures
Pending Crosson & Payne Estimate		Dead Pruning and Trimming to Branches as well as removal of cross branching.			

Describe in detail the activity or work to be conducted.

Draft – Pending Receipt of Estimate from Contractor

Project Description and Location
 The City of Lake Wales will implement a proactive urban tree maintenance project focused on improving public safety, storm resilience, and long-term canopy health along high-use public corridors. The project consists of a one-time pruning effort targeting hazardous and poorly maintained trees located within publicly owned City rights-of-way and adjacent public spaces.
 Project activities will occur at five identified locations within the City:

6. West Central Avenue - W Central Ave from US HWY 27 to Dr. MLK Blvd
7. East Central Avenue - E Central Ave ROW from South Scenic HWY to North Lakeshore Blvd
8. Crystal Lake Park - 205 N 5th St, Lake Wales, FL 33853
9. Spook Hill corridor - Segment of 5th Street ROW South of Burns Ave
10. Lake Alta corridor - 390 Kissimmee Ave, Lake Wales, FL 33853

Project Objectives

- Reduce public safety risks associated with hazardous trees in high-use public corridors.
- Improve storm readiness by reducing wind loading and existing canopy defects.
- Protect public infrastructure, including sidewalks, roadways, and above-ground utilities.
- Transition treated trees from a condition requiring intensive servicing to inclusion in the City’s regular tree maintenance schedule.

Tasks, Deliverables, and Responsibilities

Task 1: Pre-Work Coordination and Site Verification

The City and its on-call urban forestry contractor will conduct a joint field review to verify final tree counts, confirm specific hazards, and determine maintenance-of-traffic (MOT) requirements for each corridor.

Responsible Parties: Kevin Polk and Crosson & Payne ISA-certified arborist contractor

Deliverables: Final list of trees to be treated by corridor; confirmed work sequencing

Timeline: Prior to field implementation

Task 2: Tree Pruning and Hazard Reduction

The contractor will perform one-time pruning on trees within the identified project areas. Work will include lifting out the canopy, removing dead weight and major deadwood, performing weight-reduction pruning on overextended limbs, conducting dead pruning, and removing hazardous cross-branching. Appropriate MOT measures will be implemented to maintain safe pedestrian and vehicular access during operations.

Responsible Party: ISA-certified arborist contractor (Crosson and Payne)

Deliverables: Pruning of approximately [X] trees across five corridors, Approximately 8 weeks (320 crew-hours) of arborist services (pending final estimate)

Timeline: September–October 2026, broken down as follows: West and East Central Avenue (approximately 3 weeks), Crystal Lake Park area (approximately 2.5 weeks), Lake Alta corridor and adjacent west field (approximately 1.5 weeks), and the Spook Hill corridor (approximately 1 week).

Task 3: Documentation and Verification

The City will document completed work, including tree counts, locations, dates of service, and associated costs. Before-and-after photographs will be collected and linked to project locations to verify completion and support reporting requirements.

Responsible Party: Kevin Polk

Deliverables: Tree maintenance log; photographic documentation for grant administration

Timeline: Concurrent with and following field work

Feasibility and Completion Within Award Period

The proposed scope of work can be completed within the award period based on the defined project locations, established implementation approach, and availability of an on-call, qualified arborist contractor. Kevin Polk, City Horticulturist, estimates that the on-call arborist crew from Crosson and Payne, utilizing a three-person team and bucket truck, can complete all canopy lifting, weight-reduction pruning, deadwood removal, and cross-branching removal in approximately eight weeks of field work, broken down as follows: West and East Central Avenue (approximately 3 weeks), Crystal Lake Park area (approximately 2.5 weeks), Lake Alta corridor and adjacent west field (approximately 1.5 weeks), and the Spook Hill corridor (approximately 1 week).

With an anticipated grant start date of September 1, 2026, and a performance end date of September 30, 2027, the project schedule provides more than sufficient time to execute the contract, complete field work, conduct any necessary follow-up inspections, and finalize documentation and reporting well within the award period.

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN NARRATIVE

2 CFR 200

Instructions for Application Packet - Budget Plan Narrative

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. **Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.**
4. The header section of each page of the budget plan narrative must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The budget plan narrative must not exceed 2, 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. Describe line items for each applicable budget category shown on the budget plan. Provide sufficient detail to clearly indicate the estimated funding amounts for each project task contained in the scope of work.
7. Project costs will be evaluated for reasonableness and necessity. Any travel costs must be in compliance with the State of Florida travel rules.
8. Indirect costs are at the rate approved by the applicant's cognizant agency. A copy of the approved rate must be attached to the application. If the applicant has never received a negotiated indirect cost, provide a statement indicating the applicant is electing to charge a de minimis rate of 10% of modified total direct costs.

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN NARRATIVE

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009-A	2. Subrecipient FEIN: 59-6000357
3. Subrecipient Legal Name: City of Lake Wales	
Direct Costs	
Personnel Costs	N/A
Fringe Benefits	N/A
Travel (if authorized)	N/A
Equipment (if authorized)	N/A
Supplies	N/A
Contractual (if authorized)	Provide an explanation as to the need to hire a third party to complete the work. Provide the rate, number of staff, and task to be completed. Pending info
Other Expenses	N/A
Indirect Costs	
Indirect Charges	N/A

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN

2 CFR 200

Instructions for Application Packet - Budget Plan

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.

The header section of the budget plan must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.

The applicant shall submit a budget plan for its projected costs to implement the scope of work submitted with the application. The budget plan shall provide the estimated costs by category in order to carry out the scope of work.

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009-A				2. Subrecipient FEIN: 59-6000357		
3. Subrecipient Legal Name: City of Lake Wales						
Category	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total Estimated Budget	Match Dollars
Personnel						
Fringe Benefits						
Travel (if authorized)						
Equipment (if authorized)						
Supplies						
Contractual (if authorized)	\$100,000.00				\$100,000	\$25,000
Other Expenses						
Total Direct Charges						
Indirect Charges						
Total Amount	\$100,000.00				\$100,000	\$25,000

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY PERSON / STAFF

2 CFR 200

Instructions for Application Packet - Key Person / Staff

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.

The header section of the key person/staff must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.

Each application must include descriptions of key personnel and their qualifications to meet the requirements of the notice of funding opportunity. An individual form will be completed for each key person/staff member. Include an estimate of the number or hours or percentage of time devoted to the project.

Key personnel are individuals who contribute in a substantive and meaningful way to the execution or development of the project. Reimbursement of salary costs are not required for an individual to be considered key personnel. Consultants or contract employees may be included if they meet the definition.

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY PERSON / STAFF

2 CFR 200

An individual form must be completed for each key person/staff member. Include an estimate of the number of hours or percentage of time devoted to the project.

1. Federal Financial Assistance Funding Opportunity
Number: 23-DG-11083112-009-A

2. Subrecipient FEIN: 59-6000357

3. Subrecipient Legal Name: City of Lake Wales

Person Name:

Kevin Polk

Title:

Horticulturist

Hours of % of time devoted to the project: Pending Info

Phone Number:

(863) 678-4182 ext. 1257

Email Address:

kpolk@lakewalesfl.gov

Qualifications:

Awaiting Details from Kevin.

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY PERSON / STAFF

2 CFR 200

An individual form must be completed for each key person/staff member. Include an estimate of the number of hours or percentage of time devoted to the project.

1. Federal Financial Assistance Funding Opportunity
Number: 23-DG-11083112-009-A

2. Subrecipient FEIN: 59-6000357

3. Subrecipient Legal Name: City of Lake Wales

Person Name:

Billy Calhoun

Title:

Certified Arborist

Hours of % of time devoted to the project: Pending Info

Phone Number:

Pending Info

Email Address:

Pending Info

Qualifications:

Pending Info

Florida Department of Agriculture and Consumer Services
Division of Administration

PERFORMANCE SITE / LOCATIONS

2 CFR 200

Instructions for Application Packet - Performance Site / Locations

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.

Each application must include a list of site(s)/location(s) where the work will be performed.

The reimbursement of facilities cost will only be allowable for site(s)/location(s) listed on the form. The allocation of facilities cost must be based upon the square footage used by the project activities.

Florida Department of Agriculture and Consumer Services
Division of Administration

PERFORMANCE SITE / LOCATIONS

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009-A		2. Subrecipient FEIN: 59-6000357	
3. Subrecipient Legal Name: City of Lake Wales			
I am submitting an application as an individual, and not on behalf of a company, state, local, or tribal government, academia, or other type of organization.			Check Box <input type="checkbox"/>
Project/Performance Site Primary Location			
Street Address: The proposed maintenance project will occur at 5 primary sites, detailed in the Project/Performance Site Location fields below			
City: Lake Wales		State: Florida	Zip Code plus 4: 33853-4013
Mailing Address (If different from above): 201 W. Central Ave.			
Phone Number: (863) 678-4182	Fax Number:	County: Polk County	Project/Performance Site Congressional District: 18
Project/Performance Site Location 1			
Street Address: W Central Ave from US HWY 27 to Dr. MLK Blvd			
City: Lake Wales		State: Florida	Zip Code plus 4: 33853-4018
Mailing Address (If different from above):			
Phone Number: (863) 678-4182	Fax Number:	County: Polk County	Project/Performance Site Congressional District: 18
Project/Performance Site Location 2			
Street Address: E Central Ave ROW from South Scenic HWY to North Lakeshore Blvd			
City: Lake Wales		State: Florida	Zip Code plus 4: 33853-4018
Mailing Address (If different from above):			
Phone Number: (863) 678-4182	Fax Number:	County: Polk County	Project/Performance Site Congressional District: 18
Project/Performance Site Location 3			
Street Address: 205 N 5th St, Lake Wales, FL 33853			

City: Lake Wales		State: Florida		Zip Code plus 4: 33853-3887	
Mailing Address (If different from above):					
Phone Number: (863) 678-4182		Fax Number:	County: Polk County	Project/Performance Site Congressional District: 18	
Project/Performance Site Location 4					
Street Address: Segment of 5th Street ROW South of Burns Ave					
City: Lake Wales		State: Florida		Zip Code plus 4: 33853	
Mailing Address (If different from above):					
Phone Number: (863) 678-4182		Fax Number:	County: Polk County	Project/Performance Site Congressional District: 18	
Project/Performance Site Location 5					
Street Address: 390 Kissimmee Ave, Lake Wales, FL 33853					
City: Lake Wales		State: Florida		Zip Code plus 4: 33852	
Mailing Address (If different from above):					
Phone Number: (863) 678-4182		Fax Number:	County: Polk County	Project/Performance Site Congressional District: 18	
Project/Performance Site Location 6					
Street Address:					
City:		State:		Zip Code plus 4:	
Mailing Address (If different from above):					
Phone Number:		Fax Number:	County:	Project/Performance Site Congressional District:	
Project/Performance Site Location 7					
Street Address:					
City:		State:		Zip Code plus 4:	
Mailing Address (If different from above):					
Phone Number:		Fax Number:	County:	Project/Performance Site Congressional District:	

Florida Department of Agriculture and Consumer Services
Division of Administration

**FEDERAL ASSURANCE FOR FEDERAL FINANCIAL
ASSISTANCE SUBRECIPIENT AWARD**

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009-A
Subrecipient Legal Name: City of Lake Wales
Subrecipient FEIN: 59-6000357
As the duly authorized representative of the Subrecipient, I certify that to the extent applicable, the Subrecipient:
1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the Recipient, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the subrecipient award; and will establish a proper accounting system in accordance with generally accepted accounting principles or Recipient directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frames after receipt of approval of the Recipient.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.	
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).	
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.	
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).	
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.	
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.	
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.	
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR, Part 200 Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, Subpart F Audit Requirements.	
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.	
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) Procuring a commercial sex act during the period of time that the award is in effect or, (3) Using forced labor in the performance of the award or subawards under the award.	
20. Will comply with and enforce the requirements for a drug-free workplace as mandated in 2 CFR Part 421, "Requirements for Drug-Free Workplace".	
21. Will comply with 2 CFR 417, Subpart C to ensure that any vendor or subcontractor that carries out the provisions of this agreement are not debarred or suspended.	
22. Will comply with the Executive Order 13513 entitled "Federal Leadership on Reducing Text Messaging While Driving" by prohibiting employees, contractors, and subcontractors from texting while driving on official business and or in federally owned, rented or leased vehicles or privately owned vehicles when on official government business or when performing any work for or on behalf of or in cooperation with the federal government.	
Authorized Representative Name: Jack Hilligoss	Title: Mayor
Signature of Authorized Representative:	Date Signed:
Application Organization: City of Lake Wales	

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING LOBBYING

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009-A	
Subrecipient Legal Name: City of Lake Wales	
Subrecipient FEIN: 59-6000357	
The undersigned certifies, to the best of his or her knowledge and belief, that:	
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.	
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.	
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.	
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	
Authorized Representative Name: Jack Hilligoss	Title: Mayor
Signature of Authorized Representative:	Date Signed:
Application Organization: City of Lake Wales	

Florida Department of Agriculture and Consumer Services
Division of Administration

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER
FEDERALLY FUNDED TRANSACTIONS**

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: [23-DG-11083112-009-A](#)

Subrecipient Legal Name: [City of Lake Wales](#)

Subrecipient FEIN: [59-6000357](#)

This certification is pursuant to Executive Order 12549, Debarment and Suspension and implemented at 2 CFR parts 180 and 1880.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certifications set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification. In addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in this transactions, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective lower tier participant shall attach an explanation to this proposal.

Authorized Representative Name: [Jack Hilligoss](#)

Title: [Mayor](#)

Signature of Authorized Representative:

Date Signed:

Application Organization: [City of Lake Wales](#)

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION STATEMENT

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-009-A

Subrecipient Legal Name: City of Lake Wales

Subrecipient FEIN: 59-6000357

By signing this page, the undersigned certifies that:

A. This application is in all respects fair and submitted in good faith, without collusion or fraud;

B. If selected through this application process, the subrecipient will work in good faith and in partnership with the Florida Department of Agriculture and Consumer Services to manage its subrecipient agreement in a timely and accurate manner;

C. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;

D. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;

E. No federal funds will be used as match for funds awarded as a result of this application process.

F. The undersigned has full authority to bind the applicant.

Authorized Representative Name: Jack Hilligoss

Title: Mayor

Signature of Authorized Representative:

Date Signed:

Application Organization: City of Lake Wales

MEMORANDUM

January 6, 2025

TO: Honorable Mayor and City Commission

VIA: James Slaton, City Manager
Sarah B. Kirkland, Public Works Director

FROM: Nancy C Hernandez, Public Works Operations Manager

SUBJECT: Authorization to Expend Funds – FY 25/26 Street Resurfacing Program to Asphalt Paving System Inc. (APS)

SYNOPSIS: Staff is requesting authorization to expend \$934,023.82 for the FY 2025–2026 annual street resurfacing program. Work will be completed by Asphalt Paving Systems, Inc. under the City’s existing resurfacing agreement.

STAFF RECOMMENDATION

Staff recommends the City Commission consider taking the following action:

1. Approve the expenditure of \$934,023.82 for the FY 25/26 street resurfacing program using Asphalt Paving Systems, Inc.
2. Authorize the City Manager to execute the appropriate documents, on the city’s behalf associated with this project.

BACKGROUND

The City’s resurfacing work is procured under an existing, previously approved piggyback agreement with Asphalt Paving Systems, Inc. (APS), which establishes unit pricing for various resurfacing activities. These unit prices include all material, labor, equipment, mobilization, traffic control, striping, and associated incidental costs, as specified in the contract.

The attached proposal applies those established unit prices to site-specific field quantities based on roadway width, length, treatment type, and pavement condition at each location. As a result, the proposal reflects a lump-sum cost by roadway segment, rather than a simple comparison to a single unit price.

Page 1 of the proposal summarizes each resurfacing method (e.g., mill and overlay, cape seal) as a flat cost for all services necessary to complete that treatment, while subsequent pages provide the detailed unit-price breakdown used to calculate those totals. Mobilization, maintenance of traffic, and pavement markings are included in the proposal totals, consistent with the piggyback contract requirements.

Because the piggyback contract pricing is applied to actual field-measured quantities and site

conditions, total project costs may appear higher than a standalone unit price comparison. However, all pricing remains consistent with, and contractually governed by, the City's existing piggyback agreement.

The FY 25/26 resurfacing program includes improvements along 5th Street North, Seminole Avenue, 3rd Street North, 4th Street North, Tillman Avenue South, 1st Street South, Russell Avenue. Resurfacing will be scheduled to avoid peak school times and minimize impact to surrounding neighborhoods.

OTHER OPTIONS

The City Commission may choose not to proceed with the resurfacing program at this time. Delaying resurfacing may result in accelerated pavement deterioration and significantly higher future rehabilitation costs.

FISCAL IMPACT

The FY 2025–2026 budget provides \$750,000 for resurfacing activities and \$100,000 for the striping program. To fully fund the program cost of \$934,023.82, the remaining \$84,023.82 will be allocated from unrestricted transportation funds.

ATTACHMENTS

Street Resurfacing Proposal from Asphalt Paving Systems, Inc.
Piggyback contract with Unit Pricing



DATE: 1/15/2026

TO: **Bev Pennington** Division Manager
The City of Lake Wales / Public Services
 201 Central Ave W.
 Lake Wales, FL 33859
{863} 678-4154

FROM: Asphalt Paving Systems, Inc.
 Randy Shane - South Florida Rep
 9021 Wire Road
 Zephyrhills, FL 33540
 Ph: 813-892-0056

RE: Project proposal
2" to 3" Mill and 2" Overlay, Cape

Product	Description	Units	Quantity	Unit Price	Total Price
	Piggyback Sumter County Contract				
City Supply	AJUSTING MANHOLES (METAL RISER RINGS)	EA	0.00	\$ -	\$ -
City Supply	AJUSTING VALVE BOXES (METAL RISER RINGS)	EA	0.00	\$ -	\$ -
Category E	DOUBLE MICRO	SY	0.00	\$ 7.16	\$ -
	RUT FILLING (If Needed)	TON	10.00	\$ 436.00	\$ 4,360.00
Category D	Cape Seal	SY	12,033.00	\$ 12.06	\$ 145,117.98
Category B	Super Pave 12.5 (2")	TON	2,880.00	\$ 179.77	\$ 517,737.60
Category A	Milling 2" to 3"	SY	26,008.00	\$ 4.25	\$ 110,534.00
Category B	Super Pave 12.5 (4") FDP	TON	130.00	\$ 251.86	\$ 32,741.80
Category A	Milling 4" FDP	SY	591.00	\$ 16.95	\$ 10,017.45
Category L	Pavement Markings				
L-1	White 24" Paint	LF	400.00	\$ 9.66	\$ 3,864.00
	White 24" Thermo	LF	400.00	\$ 12.08	\$ 4,832.00
	White 12" Paint	LF	1,100.00	\$ 4.83	\$ 5,313.00
	White 12" Thermo	LF	1,100.00	\$ 6.04	\$ 6,644.00
	White 6" Thermo	GM	0.55	\$ 6,325.00	\$ 3,478.75
	White 6" Paint	GM	0.55	\$ 3,910.00	\$ 2,150.50
L-3	Yellow 6" Thermo	GM	2.50	\$ 6,320.00	\$ 15,800.00
	Yellow 6" Paint	GM	2.50	\$ 3,864.00	\$ 9,660.00
	Yellow 18" Paint	LF	60.00	\$ 5.41	\$ 324.60
	Yellow 18" Thermo	LF	60.00	\$ 7.25	\$ 435.00
L-4	Yellow Skip Paint	GM	0.70	\$ 1,449.00	\$ 1,014.30
	Yellow Skip Thermo	GM	0.70	\$ 2,415.00	\$ 1,690.50
L-7	Legends				\$ -
	School Paint (Handicaps)	EA	6.00	\$ 184.00	\$ 1,104.00
	School Thermo	EA	6.00	\$ 339.25	\$ 2,035.50
	Arrows Paint	EA	24.00	\$ 46.00	\$ 1,104.00

	Arrows Thermo	EA	24.00	\$ 80.50	\$ 1,932.00
	RxR Crossing Paint	EA	1.00	\$ 241.50	\$ 241.50
	RxR Crossing Thermo	EA	1.00	\$ 425.50	\$ 425.50
	Yield Triangles Paint	EA	4.00	\$ 11.50	\$ 46.00
	Yield Triangles Thermo	EA	4.00	\$ 28.75	\$ 115.00
L-8	RPM's all colors	EA	491.00	\$ 6.04	\$ 2,965.64
L-9	Misc.				
	Removal of existing Marking (Old Thermo)	SF	2,336.00	\$ 3.45	\$ 8,059.20
Category K	VMB	Day	40.00	\$ 32.00	\$ 1,280.00
Category M	MOB				
101-1	Mobilization (Paver)	LS	1.00	\$ 3,500.00	\$ 3,500.00
101-1	Mobilization (Chip and Micro)	LS	1.00	\$ 3,500.00	\$ 3,500.00
Category N	MOT				
102-1	Maintenance Of Traffic	Per Day	24.00	\$ 750.00	\$ 18,000.00
	Contingency if needed (for items not on contract)	LS	1.00	\$ 14,000.00	\$ 14,000.00
*	4 Yield triangles at all Yield signs with 24" solid W				
*	Proposal includes all Labor, and Equipment for all items.				
*	ALL QUANTITIES NEED TO BE FIELD MEASURED				
*	Where asphalt is in gutters: Mill out and do not replace where M/O is being done.			NA	
*	APS is not responsible for damage to gutters from asphalt removal.			NA	
*	Where asphalt is in gutters: Stay out of gutters with Cape and Double Micro				
*	Trees may need trimmed before work can start				
				Total	\$ 934,023.82

Respectfully Submitted,

Randy D. Shane

Asphalt Paving Systems, Inc.

Zephyrhills, Florida

c: 813-892-0056

e: rd.shane@hotmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Project Streetlist

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total	M/O
Cape Seal	1st St S	SR 60	Winston Ave	2,850	38.0	12,033.33	\$ 14.56	\$175,205.33	
	FDP mill 4"	160 x 14 and 440 x 7	249+342=591 SY			591.00	\$ 72.00	\$42,552.00	
2" MO	5th St N	Sessoms	N Wales	1,310	21.0	3,056.67	\$ 26.68	\$81,551.87	3057
2" MO			Set Back at Sessoms			200.00			200
2" MO	Seminole Ave	N Wales	Scenic	2,040	21.0	4,760.00	\$ 28.00	\$133,280.00	4760
2" MO	4th St N	Sessoms	JA Wiltshire	1,790	21.0	4,176.67	\$ 26.68	\$111,433.47	4177
2" MO	3rd St N	JA Wiltshire	Kissimmee	800	21.0	1,866.67	\$ 26.68	\$49,802.67	1867
2" MO	Tillman Ave S	RR tracks	Palm tree E Chg Pav	240	21.0	560.00	\$ 26.68	\$14,940.80	560.00
2" MO	1st St S	Central	SR 60	2,000	42.0	9,333.33	\$ 29.00	\$270,666.67	9,333.00
2" MO				200	48.0	1,066.67	\$ 29.00	\$30,933.33	1,067.00
2" MO	Russell Ave	4th St S	DE East	380	21.0	886.67	\$ 26.68	\$23,656.27	887.00
2" MO			Set Back			100.00			100.00
				11,610.00		38,631	Total	\$934,022.40	

T M/O	26,008.00
T CAPE	



Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep



Zephyrhills, FL 33540

Ph: 813-892-0056

Cape **DM**

12033

12,033.00
T DM 0

6" W skip	Arrows	School	18" W	RPM	R/R	MES	Yeild
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6" W skip	Arrows	School	18" W	RPM	R/R	MES	Yeild
-----------	--------	--------	-------	-----	-----	-----	-------

6" W skip	Arrows	School	18" W	RPM	R/R	MES	Yeild
	18			150			
		2		70			1

6" W skip	Arrows	School	18" W	RPM	R/R	MES	Yeild
							2
				12			
					1		
	6	4		240			
0	24	6	0	472	1	0	3

6" W skip	Arrows	School	18" W	RPM	R/R	MES	Yeild
-----------	--------	--------	-------	-----	-----	-----	-------

Project Streetlist

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total
Cape Seal	3rd St S	Central	Johnson Ave	840	19	1,773.33	\$ 11.67	\$20,694.80
	FDP mill 4"	4x4 and 8 x 8	2+7=9 SY			9.00	\$ 72.50	\$652.50
2" MO	5th St N	Sessoms	N Wales	1,310	21.0	3,056.67	\$ 26.68	\$81,551.87
2" MO			Set Back at Sessoms			200.00		
2" MO	Seminole Ave	N Wales	Scenic	2,040	21.0	4,760.00	\$ 28.00	\$133,280.00
2" MO	3rd St N	DE North	Seminole	400	21.0	933.33	\$ 26.68	\$24,901.33
2" MO	4th St N	Sessoms	JA Wiltshire	1,790	21.0	4,176.67	\$ 26.68	\$111,433.47
2" MO	3rd St N	JA Wiltshire	Kissimmee	800	21.0	1,866.67	\$ 26.68	\$49,802.67
2" MO	Kissimmee Ave	Scenic	5th St	1,820	21.0	4,246.67	\$ 26.68	\$113,301.07
2" MO	Tillman Ave S	RR tracks	Palm tree E Chg Pav	240	21.0	560.00	\$ 26.68	\$14,940.80
2" MO	1st Street S	Central	SR 60	2000	42.0	9333.33	\$ 29.00	\$270,666.67
				200	48.0	1066.67	\$ 29.00	\$30,933.33
2" MO	Russell Ave	4th St S	DE East	380	21.0	886.67	\$ 26.68	\$23,656.27
2" MO			Set Back			100.00		
	Library Parking lots	North	& South					61,504.25
				14,440.00		39,082	Total	\$937,319.03

SUMTER COUNTY COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 14th day of November, 2023, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and Asphalt Paving Systems, Inc. (hereafter referred to as "Vendor"), whose address is 8940 Gall Boulevard, Zephyrhills, Florida 33541.

RECITALS

WHEREAS, the Board has need of professional services for ITB 045-0-2023/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Vendor, based on the Vendor's response to ITB 045-0-2023/RS Countywide Pavement Maintenance and Rehabilitation Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Vendor to the Board will be that of a professional Vendor and the Vendor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Vendor's profession, and Vendor will endeavor to provide to the Board prompt and efficient services to the best of its ability.
 2. Vendor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in ITB 045-0-2023/RS.
 3. The term of this Agreement shall commence on November 14, 2023 and continue full force for two years with an additional two (2) – one year renewals from the date established in the Notice to Proceed, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Vendor of any future responsibility as described in paragraph six (6) of this Agreement.
 4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Vendor shall be authorized to receive payment for all work performed up to the date of termination.
1. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractors hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fee Schedule, attached hereto as Exhibit A, and incorporated herein *in haec verba*. Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the

Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

- a. For construction services progress payments, 5 percent (5%) of the payment will be withheld.

2. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Vendor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Vendor shall be made available to the Board upon request and shall be considered public records.
- c. Vendor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board's custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable 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 this Agreement and following completion of this Agreement if Vendor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Vendor or keep and maintain public records required by Board.
- d. If Vendor transfers all public records to Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
- e. Vendor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Vendors (if any).
- f. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- g. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**

- h. Vendor shall, at all times, carry General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in ITB 045-0-2023/RS, naming Board as both a certificate holder and an additional insured in each such policy.
 - i. Upon Vendor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Vendor and Board mutually deem necessary, and Vendor may rely upon same in performing the services required under this Agreement.
 - j. Vendor is obligated by this agreement to comply with Section 20.055(5), Florida Statutes.
 - k. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid.
3. The Vendor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Vendor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.
4. The Contract Documents, which comprise the entire Contract between Board and Vendor and which are further incorporated herein by reference, consist of the following:
 - a. ITB 045-0-2023/RS
 - b. Vendor's Bid in Response to ITB 045-0-2023/RS
 - c. This Agreement
 - d. Permits / Licenses
 - e. All Bid Addenda Issued Prior to Opening Date
 - f. All Modifications and Change Orders Issued
5. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.
6. Vendor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board's personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from Board to Vendor, or its employees, agents or servants. Vendor assumes responsibility for payment of all federal, state and local taxes imposed or required of Vendor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Vendor as employer is responsible. Vendor shall be solely responsible for any worker's

compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Vendor; (b) require attendance by Vendor, except as otherwise specified herein; (c) control the method, manner or means of performing under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Vendor from working for any other party.

7. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.
8. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
9. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not

subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

10. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.
11. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.
12. **Compliance with Licenses, Permits, and Applicable Laws.** In performing services hereunder, Vendor shall comply with all federal, state and local laws and regulations. Vendor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Vendor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Vendor to provide the type of services required hereunder.
13. **E-Verify:** system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.
14. The Vendor agrees to certify to the Board that Vendor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Vendor certifications must be kept on file by the Vendor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debaring the Vendor from performing services for the County.
15. **Conflict of Interest.** Vendor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.
16. **Corporate Status; Change of Ownership.** If Vendor is a non-governmental, corporate entity:
 - a. *Corporate Status.* Vendor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Vendor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.
 - b. *Change of Ownership.* Vendor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional

assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the Vendor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.
22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.
23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
24. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.

25. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
26. **Time is of the Essence.** Time shall be of the essence of this Agreement.
27. **Survivability.** Any provision of this Agreement, which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.
28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be construed as material provisions of this agreement or to limit any provisions hereunder.
31. **Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.
33. **Incorporation of Recitals.** Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

FOR THE BOARD

FOR THE VENDOR Asphalt Paving Systems, Inc.

Name: Bradley S. Arnold

Name: Robert Capoferri

Address: 7375 Powell Road, Wildwood, FL 34785

Address: 8940 Gail Blvd, Zephyrhills, FL 33541

Title: County Administrator

Title: President

Date: _____

Date: 11/3/2023

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.



ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: *Scimitte J. Kelly D.C.*

Craig H. Estep

By: Chairman

Date Signed: 11/14/23

ATTEST:

ASPHALT PAVING SYSTEMS, INC.

By: *Kenneth Messina*
Kenneth Messina / Secretary

Robert Capoferri
By: Robert Capoferri / President

Date Signed: 11/3/2023

**EXHIBIT A
Bid Form**

Telephone: (352) 689-4400
Fax: (352) 689-4401

Re: ITB 045-0-2023/RS COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES

1. Having carefully examined the ITB for the project listed above:

And being familiar with the premises affecting the work, the undersigned proposes and hereby agrees to furnish all labor and material and to perform all work in accordance with said documents for:

ITB 045-0-2023/RS

2. In submitting this Bid, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any, and all bids.
3. The Vendor hereby acknowledges the receipt of None Addenda issued during the bid period and certifies their inclusion in the bid. (Indicate "NONE" if no addendums were received).
4. All Requests for Information (RFI's) will be sent to Jackie Valdez for response.

Date: 10/27/2023

Asphalt Paving Systems, Inc.

Vendor

By:  Robert Capoferri / President

Title: President

Telephone: (813) 788-0010

Address: 8940 Gall Blvd

Zephyrhills, FL 33541

Countywide Pavement Maintenance and Rehabilitation Services Unit Price Bid

The following unit costs shall include all material, labor, equipment, and any other additional charges required to accomplish the work of the unit cost.

Bid award will be based on the total unit pricing for each category listed in the unit price proposal. Bidders are NOT required to bid each category, but must provide pricing for ALL line items listed in those categories they are capable of producing and have prior applicable experience. Sumter County reserves the right to award a contract to one or more vendors.

CATEGORY A – MILLING PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 10,000	10,001 - 25,000	Over 25,000
1"	Sq. Yd.	\$13.75	\$7.15	\$4.25	\$3.75	\$3.25
1.5"	Sq. Yd.	\$13.75	\$7.15	\$4.25	\$3.75	\$3.25
2"	Sq. Yd.	\$14.25	\$7.90	\$4.99	\$3.99	\$3.55
2.5"	Sq. Yd.	\$14.25	\$7.90	\$4.99	\$3.99	\$3.55
3"	Sq. Yd.	\$15.95	\$7.99	\$5.65	\$4.85	\$4.25
4"	Sq. Yd.	\$16.95	\$8.25	\$6.20	\$5.50	\$5.15
5"	Sq. Yd.	\$18.25	\$8.60	\$7.50	\$5.95	\$5.50
6"	Sq. Yd.	\$21.25	\$8.99	\$7.95	\$6.75	\$6.25
Asphalt and/or profile millings deductive alternate for Contractor to deliver and transport (Beyond first 25 truck loads)	Cu. Yd.	-\$1.00	-\$1.00	-\$1.00	-\$1.00	-\$1.00
	UNIT	0 – 10 (Miles)	<10 – 20 (Miles)	<20 – 30 (Miles)	Over 30 (Miles)	

First 25 Truck Loads of Millings to be delivered to County Facility	Hauling Compensation/Mile From Work Site Location to County Facility back to Work site location	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
CATEGORY A SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category A)		\$132.40	\$67.93	\$49.78	\$42.53	\$38.75
CATEGORY A TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category A)				\$331.39		

CATEGORY B – STRUCTURAL OVERLAY - ASPHALT TYPES PER TASK ORDER	UNIT	0-100	101-500	501– 1,000	1,001–5,000	Over 5,000
9.5 S.P. Traffic Level C	Ton	\$781.57	\$251.86	\$188.29	\$179.77	\$171.62
12.5 S.P. Traffic Level C	Ton	\$781.57	\$251.86	\$188.29	\$179.77	\$171.62
9.5 F.C. Traffic Level C	Ton	\$801.57	\$271.86	\$208.29	\$199.77	\$191.62
12.5 F.C. Traffic Level C	Ton	\$801.57	\$271.86	\$208.29	\$199.77	\$191.62
CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B)		\$3,166.28	\$1,047.44	\$793.16	\$759.08	\$726.48
CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B)				\$6,492.44		

CATEGORY C - CHIP SEAL / FOG SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)	Sq. Yd.	\$4.16	\$3.51	\$3.31	\$3.31	
Double Chip (Number 57 & 89 Stone)	Sq. Yd.	\$6.82	\$6.16	\$5.96	\$5.96	
Triple Chip Seal	Sq. Yd.	\$9.83	\$8.95	\$8.30	\$8.30	
Fog Seal	Sq. Yd.	\$ 0.70	\$ 0.70	\$ 0.70	\$ 0.70	
CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category C)		\$21.51	\$19.32	\$18.27	\$18.27	
CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C)				\$77.37		

CATEGORY D - CAPE SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cape Seal	Sq. Yd.	\$ 12.06	\$ 10.67	\$ 10.21	\$ 10.21	
CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D)		\$12.06	\$10.67	\$10.21	\$10.21	
CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D)				\$43.15		

CATEGORY E - MICRO-SURFACING PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Double Micro	Sq. Yd.	\$ 7.90	\$7.16	\$6.90	\$6.90	
Single Micro	Sq. Yd.	\$5.99	\$5.25	\$4.99	\$4.99	
Rut Filling (Leveling)	Ton	\$436.00	\$436.00	\$436.00	\$436.00	
CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E)		\$449.89	\$448.41	\$447.89	\$447.89	
CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E)				\$1,794.08		
CATEGORY F – IN-PLACE RECYCLING – RECONSTRUCTION (FULL DEPTH RECLAMATION) PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq. Yd.	\$13.32	\$10.21	\$9.63	\$9.09	
Cement - Cement Treated Base	Ton	\$245.00	\$245.00	\$245.00	\$245.00	
Asphaltic Cement - Foamed Asphalt Base	Gallon	\$4.75	\$4.75	\$4.75	\$4.75	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	\$3.64	\$3.64	\$3.64	\$3.64	
Added Rap or Aggregates	Ton	\$45.00				
Excavation for Widening/Unsuitable Materials	Cu. Yd.	\$40.00				
General Use Optional Base Material	Cu. Yd.	\$45.00				
	UNIT	0' – 4' (width)	<4' to 6' (width)	<6' to 10' (width)	<10' (width)	
Shoulder Rework	LF	\$2.25	\$2.75	\$3.25	\$3.75	
CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F)		\$398.96	\$266.35	\$266.27	\$266.23	
CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F)				\$1,197.81		

CATEGORY G – ASPHALT REJUVENATION PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
Rejuvenation	Sq. Yd.	\$	\$	\$	\$	\$
Test Core Removal	Each	\$	\$	\$	\$	\$
Test Core Laboratory Analysis-	Each	\$	\$	\$	\$	\$
Rejuvenation (Including Titanium Dioxide)	Sq. Yd.	\$	\$	\$	\$	\$
Field Core Removal	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis - Viscosity	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis – Titanium Dioxide Penetration	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis – Titanium Dioxide NO2 Reduction	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis – Titanium Dioxide Solar Reflectance Index (SRI)	Each	\$	\$	\$	\$	\$
CATEGORY G SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category G)		\$	\$	\$	\$	\$
CATEGORY G TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category G)				NO BID \$		
CATEGORY H - CRACK SEALING PER TASK ORDER						
CATEGORY H - CRACK SEALING PER TASK ORDER	UNIT	0 - 500	500 -1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant	Gallon	\$45.00	\$40.00	\$35.00	\$33.00	\$30.00
CATEGORY H SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category H)		\$45.00	\$40.00	\$35.00	\$33.00	\$30.00
CATEGORY H TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category H)				\$183.00		

CATEGORY I - TRAFFIC LOOP REPLACEMENT	UNIT					
Type A (FDOT Item # 660-2-101)	Each	\$4,500.00				
Type B (FDOT Item # 660-2-102)	Each	\$4,500.00				
Type F (FDOT Item # 660-2-106)	Each	\$5,000.00				
Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	\$6,000.00				
CATEGORY I TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for Category I)		\$20,000.00				
CATEGORY J - SODDING PER TASK ORDER	UNIT					
Performance Turf Sod	Sq. Yd.	\$4.50				
CATEGORY J SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category J)		\$4.50				
CATEGORY K – VARIABLE MESSAGE BOARDS PER TASK ORDER	UNIT					
Variable Message Board	PER BOARD PER DAY	\$ 32.00				
CATEGORY K SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category K)		\$32.00				

CATEGORY L –PAVEMENT MARKINGS PER TASK ORDER					
Item:	Product Type:	Unit:	Painted	Thermoplastic	Misc.
L-1	White – Solid				
	4"	GM	\$ 3,335.00	\$ 5,635.00	
	6"	GM	\$ 3,910.00	\$ 6,325.00	
	8"	LF	\$ 0.75	\$ 1.84	
	12"	LF	\$ 4.83	\$ 6.04	
	18"	LF	\$ 7.25	\$ 7.25	
	24"	LF	\$ 9.66	\$ 12.08	
L-2	White – Skip				
	4"	GM	\$ 1,207.50	\$ 1,811.25	
	6"	GM	\$ 1,449.00	\$ 2,415.00	
L-3	Yellow – Solid				
	4"	GM	\$ 3,381.00	\$ 5,675.25	
	6"	GM	\$ 3,864.00	\$ 6,325.00	
	8"	LF	\$ 0.75	\$ 1.84	
	12"	LF	\$ 3.62	\$ 4.83	
	18"	LF	\$ 5.41	\$ 7.25	
L-4	Yellow – Skip				
	4"	GM	\$ 1,207.50	\$ 1,811.25	
	6"	GM	\$ 1,449.00	\$ 2,415.00	
L-5	Yellow – Double				
	4"	GM	\$ 4,830.00	\$ 11,350.50	
	6"	GM	\$ 5,313.00	\$ 12,650.00	

L-6	Audible and Vibratory Pavement Markings				
	Yellow – Skip 4"	GM	\$ 9,901.50	\$ 9,901.50	
	Yellow – Skip 6"	GM	\$ 9,901.50	\$ 9,901.50	
	White – Solid 4"	GM	\$ 9,901.50	\$ 9,901.50	
	White – Solid 6"	GM	\$ 9,901.50	\$ 9,901.50	
L-7	Legends				
	"STOP"	EA	\$ 120.75	\$ 241.50	
	"R X R" (Includes 6" white)	EA	\$ 241.50	\$ 425.50	
	"ONLY"	EA	\$ 115.00	\$ 241.50	
	"LANE"		\$115.00	\$241.50	
	"MERGE"	EA	\$ 149.50	\$ 299.00	
	"SCHOOL"	EA	\$ 184.00	\$ 339.25	
	"AHEAD"	EA	\$ 172.50	\$ 310.50	
	" Visitor"	EA	\$ 149.50	\$ 402.50	
	"Resident"	EA	\$ 149.50	\$ 460.00	
	"Path"	EA	\$ 120.75	\$ 241.50	
L-7	Markings				
	TURN AND THROUGH LANE TURN ARROW	EA	\$ 80.50	\$ 138.00	
	THROUGH LANE USE ARROW	EA	\$ 40.25	\$ 69.00	
	TURN LANE USE ARROW	EA	\$ 46.00	\$ 80.50	
	BIKE OR CART	EA	\$ 34.50	\$ 115.00	
	BIKE ARROW	EA	\$ 34.50	\$ 287.50	
	YIELD TRIANGLES	EA	\$ 11.50	\$ 28.75	
L-8	Reflective Pavement Markers				
	Bi-Directional, Amber	EA	\$ 6.04	\$ 6.04	
	Mono-Directional Colorless	EA	\$ 6.04	\$ 6.04	

	Bi-Directional, White/Red	EA	\$ 6.04	\$ 6.04	
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L-9	Miscellaneous				
	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS			\$350.00
	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS			\$1,350.00
	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	AS			\$2,500.00
	MAILBOX (REMOVE AND REPLACE)	EA			\$325.00
	Silt Fence Type III	LF			\$ 2.50
	Removal of Existing Marking	SF			\$ 3.45
	Preform Thermoplastic 12"	LF			\$ 11.50
	Preform Thermoplastic 24"	LF			\$ 23.00
	Off Duty Law Enforcement Officer	HR			\$ 100.00
CATEGORY L SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category L)			\$71,367.64	\$100,000.00	\$4,665.45
CATEGORY L TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category L)				\$ 176,033.09	

SHADED NOT APPLICABLE

CATEGORY M – Mobilization	UNIT	\$0.00 - \$50,000	\$50,001 - \$100,000	\$100,001 - \$500,000	Over \$500,000	
Work Order Total	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	
CATEGORY M SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category M)		\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	
CATEGORY M TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category M)				\$14,00.00		
CATEGORY N – Maintenance of Traffic	UNIT	0 - 7	8 - 14	15 - 21	22-31	Over 31
Standard Index 600 Series MOT TWO-LANE AND MULTILANE, WORK ON SHOULDER	Day	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Standard Index 600 Series MOT TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00

Standard Index 600 Series MOT TWO-LANE, TWO-WAY, INTERSECTION WORK	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Multilane Roadway, Lane Closures	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Multilane Roadway, Intersection Work	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Temporary Road Closure	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Two-Way Left-Turn Lanes	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Sidewalk Closure	Day	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Standard Index 600 Series MOT Work Within the Roundabout	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
CATEGORY N SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category N)		\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
CATEGORY N TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category N)				\$30,000.00		

SHADED NOT APPLICABLE

**Countywide Pavement Maintenance and Rehabilitation Services
Bid Form**

BID OF

Asphalt Paving Systems, Inc.

Full Legal Company Name

8940 Gall Blvd, Zephyrhills, FL 33541

Mailing Address

(813) 788-0010

Telephone Number

(813) 788-0020

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled Countywide Pavement Maintenance and Rehabilitation Services in Sumter County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid summarized as follows:

The following total unit costs (from the unit price) shall include all material, labor, equipment, and any other additional charges required to accomplish the work of the unit cost for any locations within Sumter County. Partial bids will be accepted on a per category basis. Bidders are **NOT** required to bid each category, but must provide pricing for **ALL** line items listed in those categories on the unit price for which the bidder is capable of producing and have prior applicable experience.

FOR: Countywide Pavement Management and Rehabilitation Services

CATEGORY A TOTAL UNIT PRICING: \$ 331.39
(From the unit price) Amount Written in Numerals

Three hundred thirty one dollars and thirty nine cents.

/100 Amount Written in Words

CATEGORY B TOTAL UNIT PRICING: \$ 6,492.44
(From the unit price) Amount Written in Numerals

Six thousand four hundred ninety two dollars and forty four cents.

/100 Amount Written in Words

CATEGORY C TOTAL UNIT PRICING: \$ 77.37
(From the unit price) Amount Written in Numerals

Seventy seven dollars and thirty seven cents.

/100 Amount Written in Words

CATEGORY D TOTAL UNIT PRICING: \$ 43.15
 (From the unit price) Amount Written in Numerals

Forty three dollars and fifteen cents.

/100 Amount Written in Words

CATEGORY E TOTAL UNIT PRICING: \$ 1,794.08
 (From the unit price) Amount Written in Numerals

One thousand seven hundred ninety four dollars and eight cents.

/100 Amount Written in Words

CATEGORY F TOTAL UNIT PRICING: \$ 1,197.81
 (From the unit price) Amount Written in Numerals

One thousand one hundred ninety seven dollars and eighty one cents.

/100 Amount Written in Words

CATEGORY G TOTAL UNIT PRICING: \$ 0.00
 (From the unit price) Amount Written in Numerals

No Bid

/100 Amount Written in Words

CATEGORY H TOTAL UNIT PRICING: \$ 183.00
 (From the unit price) Amount Written in Numerals

One hundred eighty three dollars and zero cents.

/100 Amount Written in Words

CATEGORY I TOTAL UNIT PRICING: \$ 20,000.00
 (From the unit price) Amount Written in Numerals

Twenty thousand dollars and zero cents.

/100
 Amount Written in Words

CATEGORY J TOTAL UNIT PRICING: \$ 4.50
 (From the unit price) Amount Written in Numerals

Four dollars and fifty cents.

/100 Amount Written in Words

CATEGORY K TOTAL UNIT PRICING: \$ 32.00
 (From the unit price) Amount Written in Numerals

Thirty two dollars and zero cents.

/100 Amount Written in Words

CATEGORY L TOTAL UNIT PRICING: \$ 176,033.09
 (From the unit price) Amount Written in Numerals

One hundred seventy six thousand thirty three dollars and nine cents.

/100 Amount Written in Words

CATEGORY M TOTAL UNIT PRICING: \$ 14,000.00
 (From the unit price) Amount Written in Numerals

Fourteen thousand dollars and zero cents.

/100 Amount Written in Words

CATEGORY N TOTAL UNIT PRICING: \$ 30,000.00
 (From the unit price) Amount Written in Numerals

Thirty thousand dollars and zero cents.

/100 Amount Written in Words

Each Bidder shall print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the items shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

All Unit Prices shall be established at the beginning of the contract and may be adjusted (+ or -) annually upon approval of both the Contractor and County and only at the beginning of each renewal period.

Any approved annual rate adjustments shall take effect with the first task order issued after the

renewal period. Additional Unit Price items not included on the official bid form will be submitted to the County's authorized representative for prior approval and will be added to the Standard Agreement through a Contract Amendment and must be accepted by both the Contractor and the County. Price adjustments for fuel and bituminous products will not be allowed on a task order basis.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

Sumter County reserves the right to award a contract to more than one bidder.

MEMORANDUM

DATE: January 6, 2026

TO: Honorable Mayor and City Commission

VIA: Sarah Kirkland, Public Works Director
James Slaton, City Manager

FROM: Nancy C Hernandez, Public Works Operation Manager

RE: Approval of Airport Ford F-250 Vehicle Purchase

SYNOPSIS: Staff is recommending City Commission approval for the purchase of one (1) Ford F-250 truck for the Airport, which was budgeted for in the adopted fiscal year budget but was inadvertently omitted in the prior vehicle procurement memo on November 4, 2025.

RECOMMENDATION

It is recommended that the City Commission take the following action(s):

1. Approve the sixty (60) month lease-purchase of the vehicle listed on the attached Bancorp Lease Schedule.
2. Authorize the City Manager to execute the necessary documents on behalf of the City.

BACKGROUND

During the recent vehicle procurement agenda, one Airport-assigned vehicle—a Ford F-250—was inadvertently not included in the list presented to the City Commission. The vehicle was identified as part of the Airport’s fleet needs and was included in the adopted budget; however, due to the timing and compilation of the vehicle list, it was omitted from the prior agenda item.

This item is being brought forward separately to ensure transparency and to obtain formal Commission approval for the Airport vehicle purchase.

The City Commission approved funding for vehicle lease-purchases in the FY 2025–2026 adopted budget. The following vehicle is included in this request:

One (1) 2026 Ford F-250 SuperCab XL Trim 4X4, Airport Division

This vehicle will support both capital and operational needs at the Airport and contributes to fleet standardization, improving service reliability and maintenance efficiency.

Staff recommends the Commission take the following actions; authorize the city manager to sign all documents pertaining to this purchase and authorize the lease-purchase of these vehicles for the following reasons:

- A direct purchase of the vehicle under the Sourcewell cooperative contract would total \$69,536.00. Utilizing The Bancorp's lease-purchase agreement allows the City to finance the acquisition over five (5) years at an estimated annual cost of \$13,907.20, minimizing the impact on current-year cash flow.
- While purchasing outright would avoid financing charges and lower the total long-term cost, lease-purchasing helps preserve cash reserves and provides greater budgetary flexibility.
- All vehicles will be procured through the Sourcewell cooperative contract, exempting the transaction from competitive bidding requirements under Purchasing Ordinance Sec. 2-418. Cooperative purchasing offers cost advantages and expedites procurement.

OTHER OPTIONS

The Airport requires a truck with sufficient hauling capacity to transport the tractor and support airfield operations. The alternative option is to purchase the vehicle outright for \$69,536.00, which would require a larger single-year cash capital outlay.

FISCAL IMPACT

The estimated annual lease payment for the Airport vehicle is \$13,907.20 over a sixty (60)-month term. Funds for this lease-purchase were allocated in the FY 2025–2026 Airport budget.

ATTACHMENTS

Bancorp Lease Schedule



Open-End Lease Schedule

The following vehicle is hereby added to the Master Lease Agreement Open-End Lease dated 1/18/2013, (the "Master Lease Agreement") between The Bancorp Bank, National Association (formerly known as the The Bancorp Bank) (Lessor) and City of Lake Wales (Lessee).

Date: 12/12/2025

Customer # 10890
Unit #

Year, Make & Model	Garaging Address
2026 Ford F-250 SuperCab XL Trim 4X4	201 West Central Avenue LAKE WALES FL 33859 Polk County
VIN	
On Order	

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Mileage Allowance
White	Gray	Whelen Lightbar, Federal Signal Lights and a tool box	FL	25,000 Year

Term & Frequency	60 Monthly	Security Deposit	\$0.00
Original Value	\$69,536.00	Down Payment	\$0.00
Base Payment	\$1,337.62	Termination Value	\$1.00
Sales / Use Tax	\$0.00	Estimated Initial Tax & Tags	0
Total Periodic Monthly Payment	\$1,337.62	Interim Rent	\$0.00

Additional Terms and Conditions:

Alan Jay Quote #68584-1

Lessee	City of Lake Wales	Signature	
Signature		Title	
Title		Lessor	The Bancorp Bank, National Association
Signature		Signature	<i>Siffani Morgan</i>
Title		Title	AVP

MEMORANDUM

January 13, 2026

TO: Honorable Mayor and City Commission

VIA: James Slaton, City Manager
Sarah B. Kirkland, Public Works Director

FROM: Holly Britt, Utilities Operations Manager

SUBJECT: Eagle Ridge Mall Area Force Main Cleaning

SYNOPSIS: Staff is recommending the approval to expend funds for \$87,865.32 for the force main cleaning services provided by Professional Piping Services.

STAFF RECOMMENDATION

Staff recommends the City Commission consider taking the following action:

1. Approve the expenditure of funds for \$87,865.32 for force main cleaning performed by Professional Piping Inc.
2. Approve entering into a Piggyback agreement with Professional Piping for forcemain cleaning.

BACKGROUND

The Eagle Ridge Mall Force Main, which includes Chalet Suzanne, Dinner Lake, Lake Ashton and Harding Avenue, requires cleaning due to the distance this line must travel to reach the wastewater treatment plant and the low flow conditions that exist during non-peak hours. Sediment such as sand, plastics, grease and paper tend to settle to the bottom of the pipe due to the low velocities of the liquid pushing the sediment. As a result, the force main would be clogged, crippling the collections system for the service area. The method proposed for the cleaning of these sections of force main is called the progressive poly pig procedure.

Each time staff has gone out to bid for these services, the number of responsive bidders has become less each year. In addition, Professional Piping Services (PPS) has performed this cleaning for the past several years. Staff has been satisfied with both the performance and the reports submitted, which are a required component of this contract. While the prices in the attached contract for Ormond Beach are higher than quoted, they are a not to exceed amount. The contractor has presented and signed the attached quote, signifying they will honor the quoted prices attached. Staff is recommending the City Commission take the following action, approve entering into a piggyback agreement with Professional Piping Services for forcemain cleaning and approve the expenditure of funds for \$87,865.32 for the cleaning of the Eagle Ridge Mall

area Force Main which include Chalet Suzanne Dr, Dinner Lake, Lake Ashton and Harding Avenue.

OTHER OPTION

None. Without this required annual cleaning, the force main would become plugged and become inoperable. This in turn would cut off the sewer service for the businesses and subdivisions that are in the Eagle Ridge Mall Area.

FISCAL IMPACT

\$225,000.00 is budgeted in the Wastewater Division's FY '25-'26 M & R Lines and Mains Operating Budget for this purpose. The prices in the attached contract for Ormond Beach are a not to exceed amount

ATTACHMENT

Professional Piping Quote #1225-3191
Piggyback contract with Ormond Beach

PROFESSIONAL PIPING SERVICES, INC.

The Piping System Cleaning Specialists

Certified Underground Utility Contractor
License No. CU-C057357

December 8, 2025

Mr. Randell Britt
City of Lake Wales
PO Box 1320
Lake Wales, FL 33859-1320

Quote #1225-3191

Professional Piping Services is pleased to submit for your consideration and approval the following proposal.

To provide for the cleaning and restoration to maximum flow capacity of the following;

**EAGLE MALL FORCE MAIN – INCLUDING CHALET SUZANNE & DINNER LAKE,
LAKE ASTON AND HARDING AVE., FORCE MAINS**

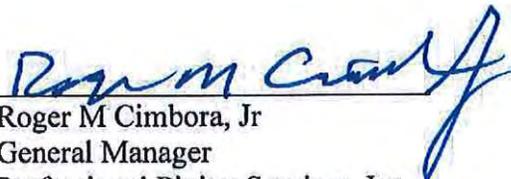
22,446 ± linear feet X 8"
16,896 ± linear feet X 10"
6,336 ± linear feet X 12"

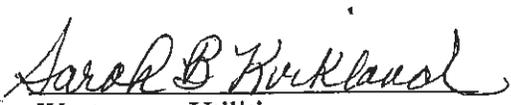
Total footage 45,678 ±, (8.65 miles)

For this cleaning, Professional Piping Services' fee will be as per the following schedule as detailed in our annual contract with the City of Ormond Beach, Resolution #2025-137 awarded August 19, 2025.

22,446 ± linear feet X 8" @ \$1.90/ft. - \$42,647.40
16,896 ± linear feet X 10" @ \$1.93/ft. - \$32,609.28
6,336 ± linear feet X 12" @ \$1.99/ft. - \$12,608.64

Total - \$87,865.32


Roger M Cimborra, Jr
General Manager
Professional Piping Services, Inc.


Sarah B Kirkland
Wastewater Utilities
City of Lake Wales

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES
BID BY ANOTHER GOVERNMENTAL ENTITY**

WHEREAS, Professional Piping Services, Inc., a Florida corporation (the "Contractor"), entered into an agreement dated July 2025 and ending July 2028 with City of Ormond Beach, a political subdivision of the State of Florida, for Forcemain cleaning procured pursuant to F.S. §287.057 (the "Contract"),

WHEREAS, the CITY OF LAKE WALES, a Florida municipal corporation (the "City") has the legal authority under Ordinance 2013-17 adopted by the Lake Wales City Commission to "piggyback" onto a contract procured pursuant to F.S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to "piggyback" onto the above referenced Contract between the Contractor and City of Ormond Beach for utilization of the same or similar services for Forcemain cleaning (the "Work") and the Contractor consents to the aforesaid "piggybacking".

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with City of Ormond Beach and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the Work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term "City of Lake Wales" shall be substituted for the term "City of Ormond Beach".
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the City of Ormond Beach Agreement until the Work is completed.

A. Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida.

Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. The Contractor shall, 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.

5. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

6. If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

7. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

8. If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

(a) The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

9. A notice complies with subparagraph (8)b if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

10. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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:

City of Lake Wales

Attn: City Clerk

201 W. Central Ave

Lake Wales, FL 33853

843-678-4182 ext. 1254

jnanek@lakewalesfl.gov

CONTRACTOR

CITY OF LAKE WALES

By: _____

By: James Slaton, City Manager

WITNESS:

ATTEST:

City Clerk

WITNESS:

*Forward executed agreement with original signatures to City Clerk.
Attach copy of executed agreement to Request for Purchase Order.*

RESOLUTION NO. 2025-137

A RESOLUTION ACCEPTING A BID FROM PROFESSIONAL PIPING SERVICES, INC. FOR PRESSURE MAIN CLEANING SERVICES, UNDER BID NO. 2025-39; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2025-39) for pressure main cleaning services of the City's various utility water and sewer piping systems within the City's utility service area ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the only bid received and have determined that the bid submitted by Professional Piping Services, Inc. with a base bid in the amount of \$144,960.00, plus bid alternate #1 of \$6,598.00, plus bid alternate #2 of \$5,608.00 for a total bid in the amount of \$157,166.00 annually (\$471,498.00 for the initial three-year term), is the lowest responsible and responsive bid (a copy of said bid being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that sufficient funds for the Project have been appropriated to the credit of the Water and Wastewater Operating Fund (401) and have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The bid submitted by Professional Piping Services, Inc. to perform pressure main cleaning services at the prices set forth in their bid is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Professional Piping Services, Inc. for the performance of the Project in the amount of \$471,498.00 for the initial three year term and to pay the cost thereof from the Water and Wastewater Operating Fund.

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

APPROVED AND AUTHENTICATED this 19th day of August, 2025.



JASON LESLIE
Mayor

ATTEST:



SUSAN CARROLL DAUERIS
City Clerk



AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Professional Piping Services, Inc.** ("Contractor"), P.O. Box 1165, San Antonio, FL 33576, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Invitation to Bid "(Pressure Main Cleaning Services", #2025-39) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of three (3) years. This Agreement will be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice of their intent not to renew.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A" for the base bid and bid alternates on an as-needed basis. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Professional Piping Services, Inc.
Roger Cimborra, Jr., President
P.O. Box 1165
San Antonio, FL 33576

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million Combined Single Limit for Bodily Injury
and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD

FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court

costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, 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, 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City 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 the completion of the contract, the 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 Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

(c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

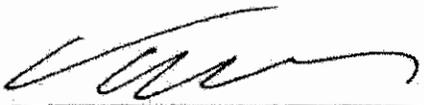
27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

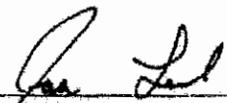
IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 19 day of August, 2025.

Witnesses:

CITY OF ORMOND BEACH



By: 

JASON LESLIE
Mayor

Print Name: Taylor Lockard



By: 

JOYCE SHANAHAN
City Manager

Print Name: Ashley Clements

DATED this 13 day of August, 2025.

Witnesses:

PROFESSIONAL PIPING SERVICES, INC.

Lisill

Print Name: Lisa Kovach

By: Roger M Cimbora Jr

Print Name: Roger M Cimbora Jr

Title: Gen Mgr

Mei-Ling Miranda

Print Name: Mei-Ling Miranda

Attest: Bobbi Clay

Print Name: Bobbi Clay

Title: Office Admn



City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Pressure Main Cleaning Services

Bid Number: 2025-39

Bid Opening Date & Time: 7/10/2025 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: Professional Piping Services Inc

Bidder's Mailing Address: PO Box 1165

City, State, Zip Code: San Antonio FL 33576

F.E.I.N.: 59-2523188

Phone Number: 813 994-0032

Email: ppsinc9@gmail.com

If returning as "No Bid", please state the reason(s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for

price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

Roger M Cimbord Jr
AUTHORIZED SIGNATURE
Roger M Cimbord Jr
NAME
Gen Mgr
TITLE
7-3-25
DATE

City of Ormond Beach

Pressure Main Cleaning Services

BID 2025-39

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Professional Piping Services Inc

COMPANY NAME


AUTHORIZED SIGNATURE
Roger M Cimbora Jr

NAME
Gen Mgr

TITLE
7-3-25

DATE

City of Ormond Beach
Pressure Main Cleaning Services
BID 2025-39
CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- 1.
- To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- 2.
- The undersigned firm has had no litigation on any project in the last five (5) years.
- The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Professional Piping Services Inc

COMPANY NAME

Roger M. Cimbora Jr

AUTHORIZED SIGNATURE

Roger M Cimbora Jr

NAME (PRINT OR TYPE)

Gen Mgr

TITLE

7-3-25

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Professional Piping Services Inc

COMPANY NAME

Roger M Cimbora Jr

AUTHORIZED SIGNATURE

Roger M Cimbora Jr

NAME (PRINT OR TYPE)

7-3-25

DATE



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

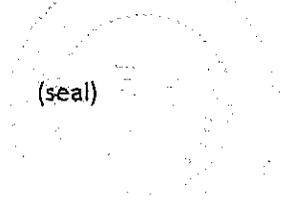
- Affiant is the Gen Mgr (Title) of Professional Piping Services Inc (Business Name) which does business in the State of Florida, hereinafter called the "Entity".
- Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
- The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
- Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- Entity is not owned or controlled by the government of a foreign country of concern.
- For purposes of this affidavit, a foreign country of concern means 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 Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: July 3, 2025 Signed: Roger M Cimbora Jr
 Entity: Professional Piping Services Inc Name: Roger M Cimbora Jr
 Title: Gen Mgr
 STATE OF: Florida COUNTY OF: Pasco

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of July, 2025 by Roger M Cimbora Jr and who: is personally known to me; or has produced Bobbi Clay as identification.

Bobbi Clay
 Notary Public, State of Florida at Large:
 Printed Name/Seal of Notary, Commission and Expiration Date:



My commission expires: BOBBI CLAY
Commission # HH 311085
Expires December 18, 2026

This document must be completed and returned with your Submittal



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

City of Ormond Beach

Pressure Main Cleaning Services

Bid 2025-39

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date

6-26-25

Addendum Number

1 *P.M.C.*

Receipt of all of which is hereby acknowledged.

Addendum No. 1

June 26, 2025

TO: Perspective Bidders and Others Concerned

SUBJECT: Pressure Main Cleaning Services, Bid No. 2025-39

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

Please replace pages 25 and 27 with pages 25R and 27R, attached.

Questions and answers:

Q1: Are there more details about the pipelines that need cleaning? Specifically, how many total pipelines are there?

A1: The City's wastewater collection department generally selects different force main pipelines throughout the City's service area to be cleaned each year. These force mains are typically selected based off pressure readings and employee observation. The only force main which is consistently pigged every year is the 8-inch force main along Ocean Shore Boulevard from Sandpiper Ridge Dr to Spanish Waters Dr.

The City's wastewater collection system has approximately 340,000 lineal feet of active force main piping within the City's service area.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – Pressure Main Cleaning Services, Bid No. 2025-39 for the City of Ormond Beach.

City of Ormond Beach, Florida

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: Professional Piping Services Inc

VENDOR/CONTRACTOR LICENSE NUMBER: CU0057357

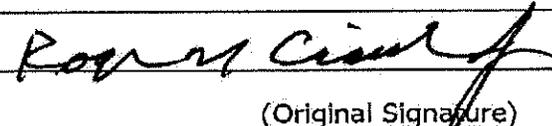
ADDRESS: PO Box 1165
San Antonio FL 33576

PHONE NO.: 813 994-0032 EMAIL: ppsinc9@gmail.com

SUBMITTER'S NAME: Roger M Cimbara Jr

(Typed or Printed in Ink)

TITLE: Gen Mgr

AUTHORIZED SIGNATURE: I,  hereby
(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

Pressure Main Cleaning Services

Bid 2025-39

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org. The deadline for questions is June 30, 2025 5:00 PM.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **three (3) years** and will be automatically renewed for two additional **one (1) year** periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

1. GENERAL

The City of Ormond Beach Public Works Department is seeking bids to provide poly pig pipe cleaning procedures to safely and effectively clean and restore to maximum flow capacity, pressure piping systems whose contents or inline operating conditions impair functioning by reducing their volume capacity, laminar flow characteristics or negatively impact the quality of the flows transported through them. Pressure piping includes sanitary sewer force mains, raw water, potable water and reclaimed water mains.

BID SCHEDULE

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Bid Price</u>
1	Pressure Pipe Cleaning				
a.	<3-inch diameter	5,000	LF	\$ 7.08	\$ 35400.00
b.	4"-8" inch diameter	10,000	LF	\$ 3.56	\$ 35600.00
c.	10"-12" inch diameter	10,000	LF	\$ 3.61	\$ 36100.00
d.	14"-16" diameter	2,000	LF	\$ 13.43	\$ 26860.00
e.	≥ 18" diameter	100	LF	\$ 97.50	\$ 9750.00
2	Maintenance of Traffic	10	DAY	\$ 125.00	\$ 1250.00

TOTAL BID FOR CONTRACT

\$ 144,960.00

(Figures)

One Hundred Forty Four Thousand Nine Hundred Sixty Dollars

(Words)

BID ALTERNATE SCHEDULE

<u>Alt. Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Bid Price</u>
1	Emergency Mobilization	1	EA	6598.00	6598.00
2	Electronic Poly Pig Utilization	1	EA	5608.00	5608.00

TOTAL ALTERNATE BID FOR CONTRACT

\$ 12,206.00

(Figures)

Twelve Thousand Two Hundred Six Dollars

(Words)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CIMBORA ROGER MICHAEL JR

PROFESSIONAL PIPING SERVICES, INC.

30043 SR 54 W

WESLEY CHAPEL, FL 33545

LICENSE NUMBER: CUC057357

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/17/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Compliance Solutions

"Today's Training...Tomorrow's Solution"

3980 Quebec St., 2nd Floor, Denver CO 80207-1633 800-711-2706

Student Affiliation
Professional Piping Services
35192

Certificate of Completion

Caleb Brandon

has successfully completed training and passed all testing requirements for

40-Hour HAZWOPER Initial Training

as per 29 CFR 1910.120(e) & Title 8CCR 5192(e)(3)(A)

Presented This

May 16, 2025

Compliance Solutions Occupational Trainers, Inc.

Certificate Number: REG42369

**Jeffrey Kline
President/CEO**

**Dane Wilcox
Instructor**



3980 Quebec St., 2nd Floor, Denver CO 80207-1633 800-711-2706

Student Affiliation
Professional Piping Services
35192

Certificate of Completion

Daryle Buckley
has successfully completed training and passed all testing requirements for
8-Hour HAZWOPER Annual Refresher
as per 29 CFR 1910.120(e) & Title 8CCR 5192(e)(3)(A)
Presented This
November 26, 2024
Compliance Solutions Occupational Trainers, Inc.

Certificate Number: REG42502

Jeffrey Kline
President/CEO

Dane Wilcox
Instructor



3980 Quebec St., 2nd Floor, Denver CO 80207-1633 800-711-2706

Student Affiliation
Professional Piping Services
35192

Certificate of Completion

Thomas Aycok
has successfully completed training and passed all testing requirements for
8-Hour HAZWOPER Annual Refresher
as per 29 CFR 1910.120(e) & Title 8CCR 5192(e)(3)(A)
Presented This
November 22, 2024
Compliance Solutions Occupational Trainers, Inc.

Certificate Number: REG42625

Jeffrey Kline
President/CEO

Dane Wilcox
Instructor



3980 Quebec St., 2nd Floor, Denver CO 80207-1633 800-711-2706

Student Affiliation
Professional Piping Services
35192

Certificate of Completion

Raymond Vann
has successfully completed training and passed all testing requirements for
8-Hour HAZWOPER Annual Refresher
as per 29 CFR 1910.120(e) & Title 8CCR 5192(e)(3)(A)

Presented This
December 9, 2024

Compliance Solutions Occupational Trainers, Inc.

Certificate Number: REG42438

Jeffrey Kline
President/CEO

Dane Wilcox
Instructor

PROFESSIONAL PIPING SERVICES, INC.

The Piping System Cleaning Specialists

Certified Underground Utility Contractor
License No. CU-C057357

BID No. 2025-39

Bid Title: Pressure Main Cleaning Services

Daryle Buckley – Senior Field Supervisor

Employed since 2006 by Professional Piping Services, Inc., in the position of Field Technician, and promoted to Senior Field Supervisor 2014. He is accredited with the Contractor Safety and Health Training Program, has successfully completed the forty hours OSHA, Health and Safety Training Course and is in complete compliance with the offsite training requirements of OSHA 29 CFR 1910.120 (E) (3) (I).

P. O. Box 1165, San Antonio, Florida 33576

E-mail: ppsinc9@gmail.com

Telephone (813) 994-0032 813-994-1025 (800) 780-6098

PROFESSIONAL PIPING SERVICES, INC.

The Piping System Cleaning Specialists

Certified Underground Utility Contractor
License No. CU-C057357

BID No. 2025-39

Bid Title: Pressure Main Cleaning Services

REFERENCES

Pinellas County
400 St. Ft. Harrison Ave
Clearwater, FL 33756
Annual Contract
Ron Moretuzzo
rmoretuz@pinellascounty.org
727-582-7022

Pasco County Utilities
38053 Live Oak Ave
Dade City, FL 33523-3894
Annual Contract
Andrew Hooks
ahooks@pascocountyfl.net
813-924-0604

City of St Petersburg
PO Box 1257
St Petersburg, FL 33731
Annual Contract
Reginald Crockett
Reginald.crockett@stpete.org
727-892-5661

Manatee County
PO Box 1000
Brandenton, FL 34206-1000
Annual Contract
Marty Rafferty
marty.rafferty@mymanatee.org
941-795-3411

Palm Beach County
PO Box 4036
W Palm Beach, FL 33401
Annual Contract
Conrad Thirbenny
561-307-8098
cthirbenny@pbcwater.com

P. O. Box 1165, San Antonio, Florida 33576

E-mail: ppsinc9@gmail.com

Telephone (813) 994-0032 813-994-1025 (800) 780-6098

PASCO COUNTY BUSINESS TAX RECEIPT

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

2025

Expires September 30th



ACCOUNT #:: 03361

SIC CODE: 1623.00

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
EXCAVATING & UNDERGROUND UTILITY CONTR
STATE LICENSE # /or COUNTY COMP CARD #
CUC057357

OWNER/QUALIFYING AGENT
CIMBORA ROGER M JR

LOCATION ADDRESS:
30043 STATE ROAD 54
WESLEY CHAPEL, FL 33543-4519

PROFESSIONAL PIPING SERVICES INC

PO BOX 1165
SAN ANTONIO, FL 33576

DATE	RECEIPT	AMOUNT
08/06/2024	24-1-085237	31.25

MEMORANDUM

January 13, 2026

TO: Honorable Mayor and City Commission

VIA: James Slaton, City Manager
Sarah B. Kirkland, Public Works Director

FROM: Holly Britt, Utilities Operations Manager

RE: Southside Force Main Cleaning

SYNOPSIS: Staff is recommending the approval to expend funds for \$51,399.60 for the force main cleaning services provided by Professional Piping Services.

RECOMMENDATION

Staff recommends the City Commission consider taking the following action:

1. Approve the expenditure of funds for \$51,399.60 for force main cleaning performed by Professional Piping Inc.

BACKGROUND

The Southside force main requires cleaning on a periodic basis due to the distance this line must travel to reach the wastewater treatment plant, the low flow conditions, and the drastic topographical changes that exist in the south side force main service area. Sediment such as sand, plastics and paper tend to settle to the bottom of the pipe due to the low velocities of the liquid pushing the sediment. The method proposed for the cleaning of the force main is called the progressive poly pig procedure.

Staff recommends the commission take the following action, approve staff to piggyback on the Manatee County Annual contract with Professional Piping Services and accept the price quote submitted by Professional Piping Services in the amount of \$51,399.60 for the necessary cleaning of the force main.

FISCAL IMPACT

\$225,000 was budgeted in the Wastewater Division's FY '25'26 M & R Lines and Mains operating budget for this purpose.

OTHER OPTIONS

None. Without this required annual cleaning, the force main would become plugged and become inoperable. This in turn would cut off the sewer service for the subdivisions being serviced by this forcemain.

ATTACHMENTS

Professional Piping Services Quote # 1225-3192

PROFESSIONAL PIPING SERVICES, INC.

The Piping System Cleaning Specialists

Certified Underground Utility Contractor

License No. CU-C057357

December 8, 2025

Mr. Randall Britt
City of Lake Wales
PO Box 1320
Lake Wales, FL 33859-1320

Quote #1225-3192

Dear Mr. Britt,

Professional Piping Services is pleased to submit for your consideration and approval the following proposal.

To provide for the cleaning to maximum flow capacity of the SW Force Main consisting of;

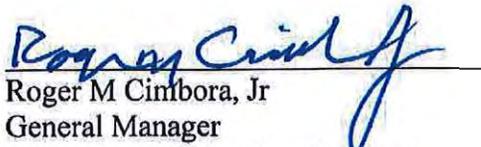
6,724 ± LF X 12"
10,836 ± LF X 16"

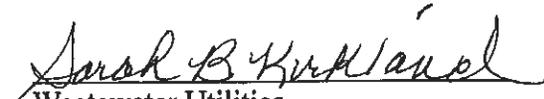
For this cleaning Professional Piping Services fee will be as per the following schedule;

6,724 ± LF X 12" @ \$2.31/ft.....	\$15,532.44
10,836 ± LF X 16" @ \$3.31/ft.....	\$35,867.16

Total amount - \$51,399.60

NOTE: Per foot price quoted is as provided for in Professional Piping Services annual contract with the City of Ormond Beach, Resolution #2025-137 awarded August 19, 2025.


Roger M Cimborra, Jr
General Manager
Professional Piping Services, Inc.


Sarah B. Kirkland
Wastewater Utilities
City of Lake Wales

MEMORANDUM

DATE: December 4, 2025

TO: Honorable Mayor and City Commission

VIA: James Slaton, City Manager
Sarah B. Kirkland, Public Works Director

FROM: Margarita Dimaz, Utilities Support Manager

RE: Masterpiece Forcemain Extension

SYNOPSIS: Staff proposes to install approximately 1100 linear feet of 6-inch forcemain to assist in the expansion of the sanitary sewer system along Masterpiece Road, Burns Avenue and Buckmoore Road.

RECOMMENDATION

It is recommended that the Commission take the following action:

1. Approve expending funds of \$368,240.00 to Lopez Underground Construction, Inc. for labor and \$116,943.00 to Hayes Pipe Supply for the purchase of materials to extend the force main along Masterpiece Road, Burn Avenue, and Buckmoore Road.
2. Authorize the City Manager to execute the appropriate documents, on the City's behalf.

BACKGROUND

As a part of serving the residents of the City of Lake Wales, and expanding the sanitary sewer, the City frequently looks for properties within the City's service area that does not currently have sanitary sewer service. The purpose of this project is to install 1,100 (eleven hundred) linear feet of 6-inch forcemain by directional drill along Masterpiece Road to support the expansion of the sanitary sewer system as a part of the Masterpiece Forcemain Extension. This improvement is intended to increase system capacity, enhance service reliability, and accommodate the anticipated future growth within the area. The proposed installation will help ensure efficient wastewater conveyance and provide the necessary infrastructure to meet long-term community needs. To save time and money this project is a labor only contract. Given the current industry and lead times for material staff will purchase material through a city vendor and supply material to the contractor for installation. Staff solicited quotes and allowed the contractor to determine the method for installation. The lowest bidder provided a bid for directional drill installation.

Staff recommends the Commission take the following action, approve expending funds of \$368,240.00 to Lopez Underground Construction, Inc. for labor and \$116,943.28 to Hayes Pipe Supply for the purchase of materials for the forcemain extension on Masterpiece Road and authorize the City Manager to execute the appropriate documents, on the City's behalf. We chose to go along with Hayes Pipe Supply, although they are the highest bidder once Hayes reviewed

the submitted plans for this project, Hayes addressed parts and items, we had missed on the initial quote submittal.

OTHER OPTIONS

The Commission could deny the expenditure of funds to facilitate the expansion of the sanitary sewer system along Masterpiece Road. If the proposal to install approximately 1,100 linear feet of 6-inch forcemain for the Masterpiece Forcemain Extension is denied, the planned expansion of the sanitary sewer system will be delayed, limiting the system's ability to accommodate future growth and improve service reliability. Existing infrastructure may continue to experience capacity constraints, potentially increasing the risk of operational inefficiencies or service interruptions. Staff may need to explore alternative solutions or revisit the project scope, which could result in higher future costs and extended timelines for addressing the community's long-term wastewater needs.

FISCAL IMPACT

The funds of \$116,943.28 for material and \$368,240.00 for labor, totaling \$485,183.28 will come from FY'25-'26 Capital Improvements Force Main Upgrades budget line item.

ATTACHMENTS

Estimates for labor and material for the Masterpiece Road Forcemain.

Materials

Core & Main	\$105,179.84
Ferguson	\$111,868.19
Fortiline	\$ 99,184.86
Hayes Pipe Supply	\$116,943.28

Contractor

Evans & Lyles	\$701,862.00
Odom Contracting	\$406,265.00
Lopez Construction	\$327,948.00 (Open Cut)
Lopez Construction	\$368,240.00 (Directional Drill)



Bid Proposal for Quote 11-07-25 MASTER PIECE RD FM EXTENSION

CUSTOMER	LAKE WALES, CITY OF CITY OF LAKE WALES 201 W CENTRAL AVE LAKE WALES, FL 33853	Job Quote 11-07-25 MASTER PIECE RD FM EXTENSION LAKE WALES, FL Bid Date: 11/07/2025 Bid #: 4559699
	Sales Representative Jeffrey Morris (T) 863-868-8279 (F) 863-606-0002 Jeffrey.Morris@coreandmain.com	Core & Main 3216 Winter Lake Rd Bays 5-10 Lakeland, FL 33803 (T) 8638688279
CONTACT		
NOTES		



Bid Proposal for Quote 11-07-25 MASTER PIECE RD FM EXTENSION

LAKE WALES, CITY OF
Job Location: LAKE WALES, FL
Bid Date: 11/07/2025
Core & Main Bid #: 4559699

Core & Main
 3216 Winter Lake Rd
 Bays 5-10
 Lakeland, FL 33803
Phone: 8638688279
Fax: 8636060002

Seq#	Qty	Description	Units	Price	Ext Price
10		MASTERPIECE FM			
30		FORCEMAIN			
40	10960	6" DR11 DIPS HDPE PIPE	FT	5.25	57,540.00
50	10500	10GA TW GREEN 500' PE30 SOLID	FT	0.30	3,150.00
60	1500	10 GAUGE GREEN HDD TRACER WIRE	FT	0.55	825.00
70	11	3X1000' DETECTO TAPE GREEN FM	EA	42.49	467.39
80	3	6" MJ TEE P401 USA	EA	650.00	1,950.00
90	8	6 7571 MJ RW GV DI OL ON L/ACC	EA	865.00	6,920.00
100	10	6 7571 MJ RW GV DI OL ON L/ACC	EA	865.00	8,650.00
110	10	461-S VLV BOX W/LID DOM	EA	150.00	1,500.00
120	10	BRZ DISC F/6" VLV (VLV MARKER)	EA	18.00	180.00
130	10	B&T P2B200NFGCPT2TTB TEST	EA	41.00	410.00
140	3	6" MJ TEE P401 USA	EA	650.00	1,950.00
150	3	6"X2" MJ PLUG TAPT P401	EA	477.65	1,432.95
160	3	6 MJ REG ACC SET L/GLAND USA	EA	38.00	114.00
170	6	2X3 316SS NIPPLE	EA	18.25	109.50
180	3	76F-108-027A 2 316SS BALL VLV	EA	64.00	192.00
190	3	2X6 316SS NIPPLE	EA	35.00	105.00
200	3	2" ARI D-025P SEWAGE DUAL ARV	EA	1,385.00	4,155.00
210	2	6 MJ 45 C153 P401 USA	EA	485.00	970.00
220	1	6 MJ 90 C153 P401 USA	EA	495.00	495.00
230	1	439-0690-6 6X6 SS TAP SLV JCM	EA	1,250.00	1,250.00
240	8	461-S VLV BOX W/LID DOM	EA	150.00	1,200.00
250	8	B&T P2B200NFGCPT2TTB TEST	EA	41.00	328.00
260	8	BRZ DISC F/6" VLV (VLV MARKER)	EA	18.00	144.00
270	4	6 MJ REG ACC SET L/GLAND USA	EA	38.00	152.00
280	50	6" SDR11 DIPS MJ ADAPTER W/KIT	EA	155.00	7,750.00
290	20	6" SS INSERT F/HDPE DIP SDR11	EA	72.00	1,440.00
300	4	6 MJ PLUG C153 P401 USA	EA	450.00	1,800.00
Sub Total					105,179.84
Tax					0.00
Total					105,179.84

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

FEL-WINTER HAVEN, FL WW
Price Quotation
Phone: 863-401-2764
Fax: 863-291-4240

Bid No: B587579
Bid Date: 10/27/25
Quoted By: WMD

Cust Phone: 863-678-4189
Terms: NET 10TH PROX

Customer: CITY OF LAKE WALES
ATTN ACCOUNTS PAYABLE
PO BOX 1320
ATTN: CHRIS SAMUELS
LAKE WALES, FL 33859-1320

Ship To: CITY OF LAKE WALES
ATTN ACCOUNTS PAYABLE
PO BOX 1320
ATTN: CHRIS SAMUELS
LAKE WALES, FL 33859-1320

Cust PO#:

Job Name: MASTERPIECE RD FM

Item	Description	Quantity	Net Price	UM	Total
	3-5 WEEKS ARO TO COMPLETE				

PED11GNU40	6X40 DIPS DR11 HDPE PIPE GN STRIPE	10960	551.580	C	60453.17
C1045GEHS1000	10GA 45MIL HDD GREE TRCR WIRE *X	10500	500.000	M	5250.00
C1045GEHS1000	10GA 45MIL HDD GREE TRCR WIRE *X	1500	500.000	M	750.00
PSD3105G4	3X1000 UG DET SWR GREE	11	37.050	EA	407.55
DMJTP4LAU	DOM 6 MJ C153 P-401 TEE L/A	3	622.740	EA	1868.22
AFC2606DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	8	877.940	EA	7023.52
AFC2606DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	10	877.940	EA	8779.40
D461AS	2PC SLIP CI VLV BX 19-22 SWR	10	145.000	EA	1450.00
RBGVTMUFM	3 BRS GATE VLV ID FORCE MAIN 6	10	15.000	EA	150.00
BP2B200NFGT242T	2X24 TEST BX W/ TEST BRD F/ WIRE CO	10	35.000	EA	350.00
DMJTP4LAU	DOM 6 MJ C153 P-401 TEE L/A	3	622.240	EA	1866.72
MJTPP4UK	6X2 MJ C153 P-401 TAP PLUG	3	425.000	EA	1275.00
DMJBGPU	DOM 6 MJ BLT & GSKT PK L/ GLAND	3	25.000	EA	75.00
DS46NKM	2X3 S40 316L WLD NIP TBE	6	12.000	EA	72.00
A76F10827A	LF 2 SS 1000# THRD FP BV LL	3	222.950	EA	668.85
AD025K	2 SEWAGE COMB AIR RELEASE VLV	3	1494.180	EA	4482.54
DMJ4P4LAU	DOM 6 MJ C153 P-401 45 BEND L/A	2	457.710	EA	915.42
DMJ9P4LAU	DOM 6 MJ C153 P-401 90 BEND L/A	1	490.530	EA	490.53
J4390690X6	6X6 SS TAPN SLV W/ MJ 6.83-7.16	1	1050.310	EA	1050.31
D461AS	2PC SLIP CI VLV BX 19-22 SWR	8	145.000	EA	1160.00
BP2B200NFGT242T	2X24 TEST BX W/ TEST BRD F/ WIRE CO	8	35.000	EA	280.00
RBGVTMUFM	3 BRS GATE VLV ID FORCE MAIN 6	8	15.000	EA	120.00
E2006PV	6 MEGALUG F/ C900/IPS PVC	50	42.200	EA	2110.00
DMJBGPU	DOM 6 MJ BLT & GSKT PK L/ GLAND	4	25.000	EA	100.00
PED11MJAU	6 DIPS PC200 DR11 MJ ADPT	50	72.000	EA	3600.00
IMJAPHDIU	6 HDPE DIPS IPS ACCY MJ PK W/GLND	50	87.000	EA	4350.00
J230060550	6 SS INS F/ HDPE DIPS SDR11	20	56.490	EA	1129.80

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<https://survey.medallia.com/?bidsorder&fc=44&on=9672>



FEL-WINTER HAVEN, FL WW
Price Quotation

Fax: 863-291-4240

09:27:36 NOV 07 2025

Reference No: B587579

DMJSPP4U	DOM 6 MJ C153 P-401 SLD PLUG	4	410.040	EA	1640.16
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Net Total:	\$111868.19
Tax:	\$0.00
Freight:	\$0.00
Total:	\$111868.19

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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<https://survey.medallia.com/?bidsorder&fc=44&on=9672>



CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
223904	FORTILINE APOPKA	6755195	11/14/25	1

CUSTOMER	PROJECT INFORMATION
CITY OF LAKE WALES 201 WEST CENTRAL AVE LAKE WALES, FL 33853	MASTERPIECE FORCEMAIN

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			***** IF, AFTER THE DATE OF THIS QUOTE, ANY NEW OR INCREASED TARIFFS, DUTIES OR OTHER GOVERNMENT-IMPOSED COSTS ON MATERIALS USED IN THE WORK BECOMES EFFECTIVE, THE CONTRACT PRICE SHALL BE ADJUSTED TO REFLECT THE ACTUAL INCREASED COST TO FORTILINE. FORTILINE SHALL PROMPTLY NOTIFY THE CUSTOMER OF ANY SUCH COST IMPACT. FAILURE OF FORTILINE AND THE CUSTOMER TO AGREE ON ANY PRICE ADJUSTMENT SHALL NOT RELIEVE THE CUSTOMER'S OBLIGATION TO PAY THE INCREASED COST. *****		
10	10960	FT	6" DR11 HDPE DIPS GREEN STRIPE	5.3800	58,964.80
20	10500	FT	10AWG CC WIRE GREEN 500' ROLL	.2500	2,625.00
30	1500	EA	10AWG HORIZONTAL DIRECTIONAL DRILL GREEN WIRE 746430532	.4100	615.00
50	11	EA	3X1000 FORCE MAIN DET TAPE GRN	28.0000	308.00
60	3	EA	6" MJ TEE DOMESTIC C153	255.2900	765.87
70	18	EA	6" MJ GV O/L A2361-23LN 350 PSI L/ACC W/EPDM 060A236123LN 0331	864.5500	15,561.90
80	10	EA	562SD 24-36" SCREW VLV BOX DOM WITH LID	203.4400	2,034.40
90	10	EA	5-1/4 VB LID M/SEWER DOMESTIC	23.1300	231.30
100	10	EA	3" BRS VLV MARKER	17.6000	176.00
110	10	EA	TRACER WIRE ACCESS BOX	40.8500	408.50
120	3	EA	6" MJ TEE DOMESTIC C153	255.2900	765.87
130	3	EA	6"X2" MJ TAP PLUG DOMEST C153	150.4500	451.35
140	3	EA	6" MJ ACC SET L/GLAND DOMESTIC	44.5600	133.68
150	6	EA	2"X3" SS NIPPLE 316	24.7500	148.50
160	3	EA	2" THD SS BALL VLV 316SS 2 PC FULL PORT	106.7100	320.13
170	3	EA	2" ARV SHORT NYLON THD PLASTIC D025TP02	1,380.9500	4,142.85
180	2	EA	6" MJ 45 DOMESTIC C153	145.8800	291.76
190	1	EA	6" MJ 90 DOMESTIC C153	177.8000	177.80
200	1	EA	6X6 439 SS TAP SLV MJ OUTLET 6.83-7.16 439-0690X6	1,133.7500	1,133.75
210	8	EA	562SD 24-36" SCREW VLV BOX DOM WITH LID	203.4400	1,627.52
220	8	EA	5-1/4 VB LID M/SEWER DOMESTIC	23.1300	185.04
230	8	EA	TRACER WIRE ACCESS BOX	40.8500	326.80

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
223904	MASTERPIECE FORCEMAIN	6755195	11/14/25	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
240	8	EA	3" BRS VLV MARKER	17.6000	140.80
250	4	EA	6" MJ ACC SET L/GLAND DOMESTIC	44.5600	178.24
260	50	EA	6 DR11 DIPS MJ ADPT W/SS STIFF	75.8000	3,790.00
270	50	EA	6" HDPE MJ ADPT ACC KIT C153	42.0000	2,100.00
280	20	EA	6" SS INSERT STIFF 230-06-0580	62.3500	1,247.00
			230-06-0580 JCM		
290	4	EA	6" MJ PLUG DOMESTIC C153	83.2500	333.00
				Subtotal:	99,184.86
				Tax:	.00
				Bid Total:	99,184.86

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By JNP 11/14/25 11:31:20



HAYES PIPE SUPPLY, INC.

9416 E. Dr. MLK, Jr. Boulevard • Tampa, FL 33610
(813) 241-4040 • Fax (813) 241-4041
www.hayespipe.com

QUO # - AV656

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TO: BIDDING CONTRACTORS

MASTERPIECE RD FM N EXT.

CITY OF LAKE WALES
ENGR: CHASTAIN SKILLMAN

TAMPA FL 00000

Plan Date 5/01/2025 Last Revision BID SET BID DATE 10/31/2025 BID TIME 2:00PM

QUANTITY DESCRIPTION UNIT PRICE EXTENSION

With impending tariffs, we are uncertain of the duration of these taxes or how much they will impact your pricing. We will continue our policy of all materials are subject to pricing at the time of shipment. This policy will remain in effect today, March 12, 2025 and until further notice.

These terms supersede all other contractual provisions including buyer's purchase orders.

ITEM 1 6IN DR11 HDPE 10,950LF

10,960	6IN x 40FT DIPS DR-11 GREEN STRIPE PE 4710 HDPE PIPE	FT	5.36	58,745.60
21	10AWG 500FT GREEN ROLL WIRE COPPER CLAD w/PE30MM JACKET	EA	140.00	2,940.00
3	10AWG 500FT PE45MM HORIZONTAL DIRECTIONAL DRILL GREEN WIRE	EA	159.47	478.41
11	3INx 1000FT DETECTOR TAPE FORCE MAIN GREEN	RL	54.23	596.53

* * * ITEM 1 6IN DR11 HDPE 10,9 SUBTOTAL: 62,760.54

ITEM 2 6X6 TEE

3	6x6IN MJ DOMESTIC TEE P401	EA	602.65	1,807.95
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ITEM LIST AND PLANS DIFFERENTIATE GATE VALVES AND ISOLATION VALVES. THERE IS NO DIFFERENCE. WILL FOLLOW THE ITEM LIST PROVIDED, BUT THE ISO VALVES WILL BE FULL ASSY VS BREAKING OUT VALVE BOX AND BRASS TAG SEPARATE FROM GATE VALVE

ITEM 3 6IN GATE VALVE 8EA

8	6IN MUELLER MJ O/L GATE VALVE BRZ STEM LESS ACC	EA	987.21	7,897.68
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Mains - Main Line Accessories - Service Materials - Casing Pipe

- Nashville, TN · (615) 255-4040
- Knoxville, TN · (865) 525-1717
- Lexington, KY · (859) 231-8323
- Tampa, FL · (813) 241-4040
- Longview, TX · (903) 753-5533

- Murfreesboro, TN · (615) 217-3040
- Acworth, GA · (770) 529-8883
- Louisville, KY · (502) 454-8500
- Lake Helen, FL · (386) 228-9819
- Columbia, SC · (803) 695-4040



HAYES PIPE SUPPLY, INC.

QUO # - AV656

PAGE - 2

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
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ITEM 4 6IN ISOLATION VALVE 10EA

10	6IN MUELLER MJ O/L GATE VALVE BRZ STEM LESS ACC	EA	987.21	9,872.10
10	5-1/4 TYLER 2PC 18-24IN SCRD VALVE BOX 461-S LESS LID	EA	150.00	1,500.00
10	5-1/4 TYLER DROP LID SEWER	EA	30.00	300.00
10	BRASS TAG 6IN MJGV 20TTO O/L SEWER	EA	19.50	195.00
10	TEST STATION TRACER BOX	EA	54.00	540.00

* * * ITEM 4 6IN ISOLATION VALV SUBTOTAL: -----
12,407.10

ITEM 5 ARV ASSY 3EA

3	6x6IN MJ DOMESTIC TEE P401	EA	622.74	1,868.22
3	6x2IN TAP MJ DOMESTIC PLUG P401	EA	500.56	1,501.68
3	6IN MJ NBG NUT, BOLT & GASKET KIT	EA	34.31	102.93
6	2x3IN 316 SS NIPPLE	EA	24.88	149.28
3	2IN 316 SS SCRD 125# BALL VALVE	EA	189.01	567.03
3	2IN ARI D-025-SST02 SS SEWER COMBINATION AIR RELEASE VALVE	EA	3,541.65	10,624.95

VAULT AND LID BY OTHERS

* * * ITEM 5 ARV ASSY 3EA SUBTOTAL: -----
14,814.09

ITEM 6 6IN 45 BEND 2EA

2	6IN MJ DOMESTIC 45 BEND P401	EA	457.71	915.42
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ITEM 7 6IN 90 BEND 1EA

1	6IN MJ DOMESTIC 90 BEND P401	EA	490.53	490.53
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ITEM 8 6X6 TAP SLEEVE 1EA

1	6x6 JCM 439 TAP SLEEVE x MJ	EA	1,123.53	1,123.53
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ITEM 9 TWO PIECE GATE VALVE BOX 8EA

8	5-1/4 TYLER 2PC 18-24IN SCRD VALVE BOX 461-S LESS LID	EA	150.00	1,200.00
8	5-1/4 TYLER DROP LID SEWER	EA	30.00	240.00



HAYES PIPE SUPPLY, INC.

QUO # - AV656

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QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
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8	TEST STATION TRACER BOX	EA	54.00	432.00
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* * * ITEM 9 TWO PIECE GATE VAL SUBTOTAL:				1,872.00
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ITEM 10 GATE VALVE ID TAG 8EA

8	BRASS TAG 6IN MJGV 20TTO O/L SEWER	EA	19.50	156.00
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NEXT ITEMS CONFUSING - NO PVC ON JOB, ALL HDPE TO MJ CONNECTION WILL REQUIRE MJ x DR11 ADAPTOR KIT. WILL QUOTE 1EA MEGALUG AND 4EA NBG KIT FOR MJ PLUG.

ITEM 11 MEGA LUG FOR PVC 50EA

1	6IN 2006PV MEGALUG PVC	EA	48.41	48.41
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**ITEM 12 STANDARD GASKET SET 50EA
QUOTE THE 4EA NEEDED FOR THE MJ PLUG IN VALVE**

4	6IN MJ NBG NUT, BOLT & GASKET KIT	EA	34.31	137.24
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NO PAY ITEM 6IN MJ ADAPTOR KIT 44EA

50	6IN MJ ADAPTER x DR11 DIPS w/ ACC KIT	EA	185.00	9,250.00
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ITEM 13 SS INSERTS 20EA

20	6IN SS STIFFNER INSERT FOR HDPE DR11 - DIPS	EA	62.43	1,248.60
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CONFUSING AGAIN - ALL PIPE HDPE AND FUSED TOGETHER - NO NEED FOR BELL RESTRAINS. WILL QUOTE 1EA FOR CONTRACTOR USE

ITEM 18 BELL RESTRAINT 18EA

1	6IN 1606 BELL RESTRAINT FOR C900 PVC	EA	76.55	76.55
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**ITEM 15 MJ CAP 4EA
USING PLUG INSTEAD OF CAP, ALL INTO A GATE VALVE FOR FUTURE CONNECTION. CHEAPER AND EASIER**

4	6IN MJ DOMESTIC PLUG P401	EA	484.41	1,937.64
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Total For Quoted Items				116,943.28
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HAYES PIPE SUPPLY, INC.

HAYES PIPE SUPPLY, INC.

BY. _____

EVANS & LYLES, INC
P.O.BOX 658
HIGHLAND CITY, FLORIDA 33846
PHONE: 863-581-5335
FL CUC1224157

22-Aug-25

Magarita Dimaz
Utilities Support Manager
City of Lake Wales
201 West Central Ave
Lake Wales, Fl

Masterpiece Road Force Main North Extension

Margarita

Thank you for the opportunity to offer the following proposal for the site utilities on the above referenced project.

Option One Directional Bore

Mobilization	1	LS	@	17500.00	\$17,500.00
Verify Utilities	1	LS	@	5000.00	\$5,000.00
Silt Fence	11000	LF	@	2.75	\$30,250.00

6" x 6" Wet Tap to include tapping sleeve, valve, valve box, alignment ring, wire test box, brass id tag.

	1	LS	@	6500.00	\$6,500.00
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Connect bores to include flange adapters, mj P-401 long sleeves, megalug type restraints, stainless steel inserts

	9	EA	@	2867.00	\$25,803.00
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6" Isolation Valves, valve boxes, alignment rings, any necessary valve stem extensions, wire test assembly, brass id tag, P-401 long sleeve, C-900 DR-18, mj flange adapters, ss inserts, megalug restraints concrete pad.

	10	EA	@	4384.00	\$43,840.00
6" P-401 45, P-401 long sleeve, flange adapters, ss inserts, megalug restraints, C-900 DR-18					
	3	EA	@	2772.00	\$8,316.00
6" P-401 22.5, P-401 long sleeve, flange adapters, ss inserts, megalug restraints, C-900 DR-18					
	2	EA	@	2650.00	\$5,300.00
6" P-401 MJ Tee, 1-6" GV w/P-401 plug, flange adapter, C-900 DR-18, P-401 long sleeve, megalug restraint, complete valve box					
	1	EA	@	6452.00	\$6,452.00
6" P-401 MJ Tee, 2-6" GV w/P-401 plug, flange adapter, C-900 DR-18, P-401 long sleeve, megalug restraint, complete valve box					
	1	EA	@	10062.00	\$10,062.00
6" P-401 MJ Tee, 3-6" GV w/P-401 plug, flange adapter, C-900 DR-18, P-401 long sleeve, megalug restraint, complete valve box					
	1	EA	@	11786.00	\$11,786.00
ARV Assembly to include 6" P-401 flange tee, reducer flange, 6" x 60" fl x PE P-401 DIP, P-401 long sleeve, megalug restraints, flange adapter, ss inserts, 2" x 4" ss nipple, 2" ss ball valve, 2" ARV, concrete structure w/H-20 lid, #57 gravel					
	4	EA	@	21392.00	\$85,568.00
6" Directional Bore to include 6" DR-11 HDPE to include tracer wire					
	11000	LF	@	28.00	\$308,000.00
6" C-900 DR-11 to include any necessary joint restraints, locator wire, or warning tape					
	100	LF	@	31.00	\$3,100.00
Pigging/Testing	11000	LF	@	0.50	\$5,500.00
Maintenance of Traffic	1	Allow	@	15000.00	\$15,000.00
Sod Argentine Bahia (NTE 1400SY)					
	1	Allow	@	12500.00	\$12,500.00
Survey	1	Allow	@	10000.00	\$10,000.00

Total \$600,477.00

Option Two Directional Bore--Roadways, Driveways, Sections less than 10' from edge of pavement

Mobilization 1 LS @ 17500.00 \$17,500.00

Verify Utilities 1 LS @ 5000.00 \$5,000.00

Silt Fence 11000 LF @ 2.75 \$30,250.00

6" x 6" Wet Tap to include tapping sleeve, valve, valve box, alignment ring, wire test box, brass id tag.

1 LS @ 6000.00 \$6,000.00

Connect PVC to HDPE, Solid sleeve P-401, SS Inserts, Megalugs, Accessories

12 EA @ 1150.00 \$13,800.00

6" Isolation Valves, valve boxes, alignment rings, any necessary valve stem extensions, wire test assembly, brass id tag, P-401 long sleeve, C-900 DR-18, mj flange adapters, ss inserts, megalug restraints concrete pad.

10 EA @ 2375.00 \$23,750.00

6" P-401 45, ss inserts, megalug restraints, C-900 DR-18

3 EA @ 1050.00 \$3,150.00

6" P-401 22.5, P-401, megalug restraints, C-900 DR-18

2 EA @ 950.00 \$1,900.00

6" P-401 MJ Tee, 1-6" GV w/P-401 plug, flange adapter, C-900 DR-18, P-401 long sleeve, megalug restraint, complete valve box

1 EA @ 6150.00 \$6,150.00

6" P-401 MJ Tee, 2-6" GV w/P-401 plug, flange adapter, C-900 DR-18, P-401 long sleeve, megalug restraint, complete valve box

1 EA @ 8006.00 \$8,006.00

6" P-401 MJ Tee, 3-6" GV w/P-401 plug, flange adapter, C-900 DR-18, P-401 long sleeve, megalug restraint, complete valve box

1 EA @ 10588.00 \$10,588.00

ARV Assembly to include 6" P-401 flange tee, reducer flange, 6" x 60" fl x PE P-401 DIP, P-401 long sleeve, megalug restraints, flange adapter, ss inserts, 2" x 4" ss nipple, 2" ss ball valve, 2" ARV, concrete structure w/H-20 lid, #57 gravel

4	EA	@	21392.00	\$85,568.00
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6" Directional Bore to include 6" DR-11 HDPE, tracer wire Roadways, Driveways, Sections less than 10' from edge of pavement

2700	LF	@	28.00	\$75,600.00
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6" C-900 DR-11 to include any necessary joint restraints, locator wire, or warning tape

8300	LF	@	27.00	\$224,100.00
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Pigging/Testing	11000	LF	@	0.50	\$5,500.00
-----------------	-------	----	---	------	------------

Maintenance of Traffic	1	Allow	@	27500.00	\$27,500.00
------------------------	---	-------	---	----------	-------------

Sod Argentine Bahia (NTE 20000 SY)

1	Allow	@	140000.00	\$140,000.00
---	-------	---	-----------	--------------

Survey	1	Allow	@	17500.00	\$17,500.00
--------	---	-------	---	----------	-------------

Total	\$701,862.00
-------	--------------

The plans do not call out a swing check valve and enclosure, however there is a detail shown, should this assembly be required please add \$25,000.

We have assumed that all excavated materials are suitable for structural backfill. Should rock bedding or dewatering be needed it will be at cost plus 15%. Should shoring, inflatable plugs, or bypass pumping be required it will also be handled on cost plus basis. All acceptance testing requiring; CCTV, pressure testing of gravity lines, or vacuum cleaning would be handled on cost basis.

Due to volatility in cost of materials any price increase prior to shipping will be passed on to owner.

Any item not specifically listed is hereby specifically excluded from our proposal.

Should you have any questions please do not hesitate to contact us at the above listed phone numbers.

Respectfully,

Cecil R. Lyles, Jr.
President



P.O. BOX 92019
LAKELAND, FL. 33804
863-337-6499 Office
863-337-5402 Fax

City of Lake Wales
201 W. Central Ave
Lake Wales, FL.
(863) 678-4182
E-MAIL: mdimaz@lakewalesfl.gov

DATE: 8/18/2025

ATTN: Margarita Dimaz

RE: Masterpiece FM

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
GENERAL CONDITIONS				
Mobilization	1	EA		
MOT	1	EA		
Layout/Asbuilts	1	EA		
SOD/Seed Restoration	1	EA		
TOTAL GENERAL CONDITIONS				\$32,375.00
Force Main				
6" HDPE	11240	EA		
6" P-401 MJ Fittings	9	EA		
6" GV	17	EA		
A/G ARV	4	EA		
6 x 6 TAP	1	EA		
Check Valve In Vault	1	EA		
Testing	1	EA		
TOTAL FORCE MAIN				\$373,890.00
TOTAL PROJECT				\$406,265.00

NOTES & CONDITIONS:

- ADDITIONAL MATERIAL COST SHALL BE ADDED BASED ON PRICE IN EFFECT AT TIME OF SHIPMENT.
- PER DRAWINGS DESIGN & PERMITTING BY OTHERS.
- SPECIFICALLY EXCLUDED IS THE HANDLING OR REMOVAL OF ANY HAZARDOUS MATERIAL OR UNSUITABLE MATERIALS FOUND ON THIS SITE.
- SLEEVES IF REQUIRED NOT INCLUDED IN THIS PRICE.
- OWNER TO FURNISH ALL PERMITS, APPROVED PLANS, CONSTRUCTION EASEMENTS AND BONDS.
- THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 CALENDAR DAYS.
- DEMOLITION PRICES ARE BASED ON A ROUGH ESTIMATE OF PIPE FOOTAGE QUANTITY.
- WATER FOR TESTING BY OTHERS.
- GENERATORS FOR LIFT STATIONS UNLESS SPECIFICALLY DESIGNED & SUBMITTED IN BID PLANS SHALL BE EXCLUDED.
- NOTIFICATION OF ANY & ALL PLAN REVISIONS MUST BE ISSUED BY THE EOR WITH CLOUDED PLANS AND A UPDATED LIST OF REVISIONS. ODOM CONTRACTING WILL NOT BE RESPONSIBLE FOR ANY PLAN CHANGES/REVISIONS NOT LISTED AND CLOUDED ON PLANS BY EOR.

EXCLUSIONS:

LAY OUT, SOIL TESTING, DEWATERING, CONFLICTS, ASBUILTS, E.P.A. POLLUTION PLAN, RELOCATING EXISTING UTILITIES, IRRIGATION, METERS & METER BOXES FOR POTABLE WATER,



P.O. BOX 92019
LAKELAND, FL. 33804
863-337-6499 Office
863-337-5402 Fax

City of Lake Wales
201 W. Central Ave
Lake Wales, FL.
(863) 678-4182
E-MAIL: mdimaz@lakewalesfl.gov

DATE: 8/18/2025

ATTN: Margarita Dimaz

RE: Masterpiece FM

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
REMOVAL OR REPLACEMENT OF TREES AND LANDSCAPING (INCLUDING SOD, SEED, MULCH), REPAIR OF ROAD, M.O.T., ROOF DRAIN TIE-INS, POLE HOLDING, ELECTRIC FOR LIFT STATION & RESTORATION OF ANY KIND.				

KEVIN ODOM

ODOM CONTRACTING LLC

LÓPEZ UNDERGROUND CONSTRUCTION, INC

PROPOSA

300 CONGRESS AVE
 AURBUNDALE FL 33823
 (863) 289 8263

alopezconstruction22@icloud.com
alopezconstruction22@outlook.com

PROPOSAL#	DATE
25-025	9/3/2025
CUSTOMER ID	TERMS
MASTER PIECE DIRECTIONAL BORE	

BILL TO

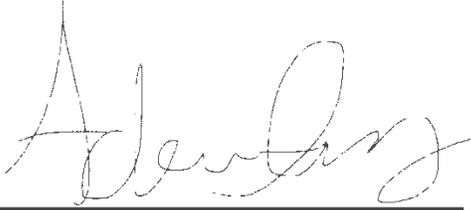
CITY OF LAKE WALES
 P.O BOX 1320
 LAKE WALES FL 33859
 863-678-4182
www.lakewalesfl.gov

DESCRIPTION	QTY	AMOUNT	AMOUNT
<u>FORCE MAIN SYSTEM</u>			
6" FORCE MAIN DIRECTIONAL BORE	11,000 LF		
6" AIR RELEASE VALVE	4		
6" GATE VALVE	6		
6" MJ TEE	4		\$ 330,960.00
6" PLUG VALVE	12		
6" END CAPS	4		
6" MJ 45 BENDS	3		
6" MJ COPLINGS	24		
6X6 WET TAP	1		
FLUSHING PIG	11,000 LF		
PRESSURE TEST	11,000 LF		
<u>RESTORATION</u>	11,000 LF		\$ 10,000.00
<u>DEWATER</u>	1000 LF		\$ 5,000.00
<u>MOT</u>	11,000 LF		\$ 3,500.00
<u>DENSITIES</u>	11,000 LF		\$ 2,000.00

EQUIPMENT AND FUEL

Thank you for trusting us. God bless you.

6	\$ 16,780.00
TOTAL	\$ 368,240.00



SIGNATURE

9/3/2025

DATE

SIGNATURE

DATE

If you have any questions about this quote, please contact
López Underground Construction, (863) 289 8263, alopezconstruction22@icluod.com

LÓPEZ UNDERGROUND CONSTRUCTION, INC

PROPOSA

300 CONGRESS AVE
 AURBUNDALE FL 33823
 (863) 289 8263
alopezconstruction22@icloud.com
alopezconstruction22@outlook.com

PROPOSAL#	DATE
25-024	9/9/2025
CUSTOMER ID	TERMS
MASTER PIECE OPEN CUT	

BILL TO

CITY OF LAKE WALES
 P.O BOX 1320
 LAKE WALES FL 33859
 863-678-4182
www.lakewalesfl.gov

DESCRIPTION	QTY	AMOUNT	AMOUNT
FORCE MAIN SYSTEM			
6" FORCE MAIN PVC PIPE	10,400 LF		
6" DIRECTIONAL BORE	600 LF		
6" AIR RELEASE VALVE	4		
6" GATE VALVE	6		
6" MJ TEE	4		
6" PLUG VALVE	12		
6" END CAPS	4		
6" MJ 45 BENDS	3		
6" MJ COPLINGS	24		
6X6 WET TAP	1		
FLUSHING PIG	11,000 LF		
PRESSURE TEST	11,000 LF		
SILT FENCE	11000 LF		\$ 24,750.00
VERIFY UTILITIES	?		\$ 4,000.00
MOVILIZATION	2		\$ 15,000.00
RESTORATION	11,000 LF		\$ 24,000.00
DEWATER	1000 LF		\$ 5,000.00
MOT	11,000 LF		\$ 12,000.00
DENSITIES	11,000 LF		\$ 4,250.00
EQUIPMENT AND FUEL	6		\$ 22,930.00
<i>Thank you for trusting us. God bless you.</i>		TOTAL	\$ 327,948.00



SIGNATURE

9/9/2025

DATE

SIGNATURE

DATE

CONSTRUCTION AGREEMENT

This Agreement made this _____ day of _____, _____ by and between The City of Lake Wales hereinafter called "Owner", and Lopez Construction LLC, doing business as a corporation hereinafter call "Contractor", for the Masterpiece Road Forcemain Extension on Buckmoore Road and Masterpiece Road Intersection as described in the Construction Documents and Specification Manual provided by Chastain Skillman, and approved by the Owner.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all of the supplies, tools, equipment, labor and other services necessary for construction and completion of the work described in the Contract Documents and comply with the terms therein for the sum of \$368,240.00 (Three-Hundred-Sixty-Eight-Thousand-Two-Hundred-Forty-Dollars and 00/100 cents) as detailed in the Bid Schedule.
2. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the General and Supplementary Conditions and furnish Certificates of Insurance to the Owner within ten (10) calendar days from the date of the Notice of Award.
3. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed, and will achieve Substantial Completion (**operational**) within 170 calendar days. The date of Final Completion will be 10 days following the date of Substantial Completion. Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages, which shall not be construed to be a penalty, in the amount of \$100 per calendar day past the date of Substantial Completion. In addition, for Final Completion, the Contractor will be assessed liquidated damages, which shall not be construed to be a penalty, in the amount of \$100 per calendar day past the date of Final Completion.
4. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
5. Progress payments will be made in an amount equal to 95% (ninety-five percent) of the value of work completed.
 - (a) Contractor is making satisfactory progress, and
 - (b) There is no specific cause for greater withholding.

However, the Owner may subsequently resume retaining 10% (ten percent) of the value of work completed in sole determination of the Owner, the Contractor is not performing according to the Contract Documents or not complying with the current progress schedule.

6. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. The Contractor will be required to submit to the Owner appropriate partial Release of Lien from the appropriate Suppliers and Sub-contractors with each Application for Payment before payment is made by the Owner. Final payment will be paid to the Contractor when the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final Release of Lien.

7. The term "Contract Documents" means and includes the following:
 - A. Bid
 - B. Agreement
 - C. Certificate of Insurance
 - D. General Conditions
 - E. Special Provisions
 - F. Notice Of Award
 - G. Notice To Proceed
 - H. Change Order Form
 - I. Application For Payment Form
 - J. Certificate of Substantial Completion
 - K. Release of Lien Forms
 - L. Drawings prepared by City of Lake Wales and signed and sealed by Chastain Skillman, dated September 2025. Survey prepared by Robert Stevens & Associates, Inc.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. The Contractor agrees that all materials, techniques, methods and safety is exclusively the responsibility of the Contractor and not the Engineer or Owner.
10. Contractor agrees to immediately notify Owner if Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition or take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
11. The Contractor shall indemnify and save harmless The City of Lake Wales, its elected and appointed officials, officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Engineer, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications and Contract Documents.

The breach of any provision of this contract and those provisions stated more fully in the specifications for the Masterpiece Road Force Main Extension shall entitle Owner to collect damages against Contractor and if necessary, to seek injunctive relief against Contractor, and to collect costs and attorney's fees through all appeals.

12. IN WITNESS WHEREOF, the parties thereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER:

BY: _____

NAME: _____
Please Type/Print

TITLE: _____

DATE: _____

CONTRACTOR:

BY: _____

NAME: _____
Please Type/Print

ADDRESS: _____

DATE: _____

END OF SECTION

MEMORANDUM

DATE: January 13, 2026

TO: Honorable Mayor and City Commission

VIA: James Slaton, City Manager

FROM: Jennifer Nanek, City Clerk

RE: Special Event Permit Application: Spring Friday Series February - May 2026

SYNOPSIS

This is a request from the City of Lake Wales Communications Department to host a series of 4 Friday events in Downtown Lake Wales. The dates are February 6, March 13, April 24, and May 1. This event includes the serving alcohol.

RECOMMENDATION

Staff recommends

1. That the City Commission approve the permit application request to host Spring Friday Series on the following Fridays: February 6, March 13, April 24, and May 1.
2. That the City Commission approve the alcohol designated areas shown on the site plan.

BACKGROUND

The City of Lake Wales Communications Department has applied to host a series of events on 4 Fridays this spring. The dates are: February 6, March 13, April 24, and May 1. Each date will have a different theme. The events will run from 4:30-8:30 p.m. This event will feature live music, various activities, food and alcohol sales. No roads will be closed.

OTHER OPTIONS

Do not approve the permit.

FISCAL IMPACT

The City will cover the cost of the additional presence of officers.

ATTACHMENTS

Special Event Permit
Site Plan

From: noreply@civicplus.com
To: [Jennifer Nanek](#)
Subject: EXTERNAL:Online Form Submittal: Special Event Application
Date: Wednesday, January 7, 2026 3:27:38 PM

This email originated from an external source, please use caution when clicking on links and opening attachments.

Special Event Application

City of Lake Wales

201 W. Central Ave.

Lake Wales, FL 33853

863-678-4182 x1254

Official Use Only:

Tent Permit #		
---------------	--	--

Applicant Information:

Organization Name: The City of Lake Wales

Is this organization classified a 501c3 status by the IRS? No

Address 201 W Central Ave

City Lake Wales

State FL

Zip 33859

Phone Number 8636784182

Event Contact Information:

First Name Eric

Last Name Marshall

Address	201 W Central Ave
City	Lake Wales
State	FL
Zip	33859
Phone Number	8636784182
Email Address	emarshall@lakewalesfl.gov

Event Information:

Name of Event:	Spring Friday Series
----------------	----------------------

Please note: All events requesting a street closure must have approval from the City Commission.

Event Type:	Festival - an organized public gathering in a park or downtown e.g. Art Show
-------------	--

Event Description:	A series of four themed gatherings in Market Plaza (February-May) with music, food and fun.
--------------------	---

Setup and takedown date/time	2/6/2026 2:30 PM - 2/6/2026 9:00 PM
------------------------------	-------------------------------------

Event start and end date/time:	2/6/2026 4:30 PM - 2/6/2026 9:00 PM
--------------------------------	-------------------------------------

Is this a reoccurring event?	Yes
------------------------------	-----

If yes, please provide more details:	Event Dates: 2/6/26 Moonlit Masquerade theme; 3/13/26 Blarney Berry Beer Festival; 4/24/26 Mad Hatter Tea Party; 5/1/26 Cinco de Mayo Pre-Party
--------------------------------------	---

This event will be:	Open to the Public
---------------------	--------------------

Event Location:	Downtown Market Place
-----------------	-----------------------

Site Plan Requirements:

Please attach a clear and legible site plan/map with the following indicated:

1. Depiction of the area (streets, park, etc) where the event will be held.
2. The overall event area such as parking and requested street closures.
3. The location and dimensions of all physical equipment being placed; such

as stages, vendors, booths, tents, barricades, restrooms, dumpsters, etc.

4. Disabled parking and handicapped access clearly defined.

5. Location of temporary alcohol sales where both sales & consumption will occur.

(Sale or consumption of alcohol requires additional permitting from the state and hiring of at least two off-duty police officers)

Attach site plan: [Spring Friday Series Set Up Info.pdf](#)

Event Components:

Please check all that apply to the event.	Alcohol - (Special Permit Required)* , Portolets, Food Distribution/Sales, Use of electric outlets, Temporary Structures, Amplified Sound, Stage, Concerts/Live Music, Tents (permit required for tents larger than 30x30), On-Site Cooking
---	---

*Events involving the sale and consumption of alcohol must have a designated area where the sale and consumption of alcohol will take place. Sponsor must get an additional permit from the State Division of Alcoholic Beverages and Tobacco and requires the presence of a police detail.

Other Information:

Will City Streets be closed?	No
------------------------------	----

Will any alleys, parking lots or other public places be closed?	Yes
---	-----

Please provide a description:	Alley between Park Ave and Stuart Ave
-------------------------------	---------------------------------------

Will State Roads be closed? (SR 17)?	No
--------------------------------------	----

Will you need additional trash receptacles from the City?	Yes
---	-----

Will you need clean-up assistance from the City throughout the event?	Yes
---	-----

Do you require additional assistance from the City, that was not listed above?

Yes

NOTE

For unbudgeted events, the organization must reimburse the City 100% of costs for use of Public Services and Police Department.

Please provide your ADA Accessibility Plan

ADA elements exist on sidewalks and one special needs portalet

Upload additional documentation (optional)

Field not completed.

Please provide a description:

We need the small stage transported from the Rec Center and set up in Market Plaza; then picked up from Market Plaza and returned to the Rec Center.

Please provide any additional information related to the event:

We may possibly need help adding rope lights the trees (trunks only) in Market Plaza.

Upload additional documentation:

Field not completed.

Insurance Requirements:

Liability Insurance is required for all special events involving City property and must name the City of Lake Wales as an additional insured. For events requesting the sale or consumption of alcohol, liability insurance in the amount of \$1,000,000.00 is required. All proof of insurance must be submitted to the City of Lake Wales a week before the event. Failure to provide acceptable insurance will result in the cancellation of the event.

*Upload proof of insurance:

[0768 CITY OF LAKE WALES - PROOF OF INSURANCE.ANNUAL.pdf](#)

Agreement to Assume Financial Responsibility for Injury or Damage
The Sponsor (hereinafter referred to as "the permittee"), shall indemnify, defend, and hold harmless the City of Lake Wales (hereinafter referred to as "the City"), and all of its elected or appointed officials, officers, agents, and employees from any claim, loss, damage, cost, change, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agent, employees, or subcontractors during the performance of the permitted event, whether direct or indirect, and whether to any person or property to which

the City or said parties may be subject, except that neither the Permittee nor any of its agents, employees, or subcontractors will be liable under the agreement for damages arising out of the injury or damage to persons directly caused or resulting SOLELY from the negligence of the City or any of its elected or appointed officials, officers, agents, or employees.

Permittee's obligation to indemnify, defend and pay for the defense or at the City's option, to participate and associate with the City in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be initiated by the City's notice of claim for indemnification to Permittee.

Permittee's inability to evaluate liability or its evaluation of liability shall not excuse Permittee's duty to defend and indemnify within seven days after such notice by the City is provided by Certified Mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the City SOLELY negligent shall excuse performance of this provision by Permittee.

Permittee shall pay all costs and fees related to this obligation and its enforcement by the City. City's failure to notify Permittee of a claim shall not release the Permittee of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the City's right, title and interest in land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the City from and against any and all loss, damage, cost, and expense arising in any manner on account of the exercise or attempted exercise by said Permittee of the aforesaid rights and privileges.

During the event, the Permittee shall observe all safety regulations of the City, and the Permittee shall take measures to ensure the safety of the public.

By signing this application, it represents the information provided to be true and correct and signifies a binding agreement to comply with the rules and regulations of the City of Lake Wales. Should the City grant approval and a permit be issued, it is further agreed the Permittee will comply with any other requirements provided by Federal, State, and Local Law.

By execution hereof, the undersigned affirms that he or she is vested with full right and authority to bind the Permittee to the terms of this Agreement.

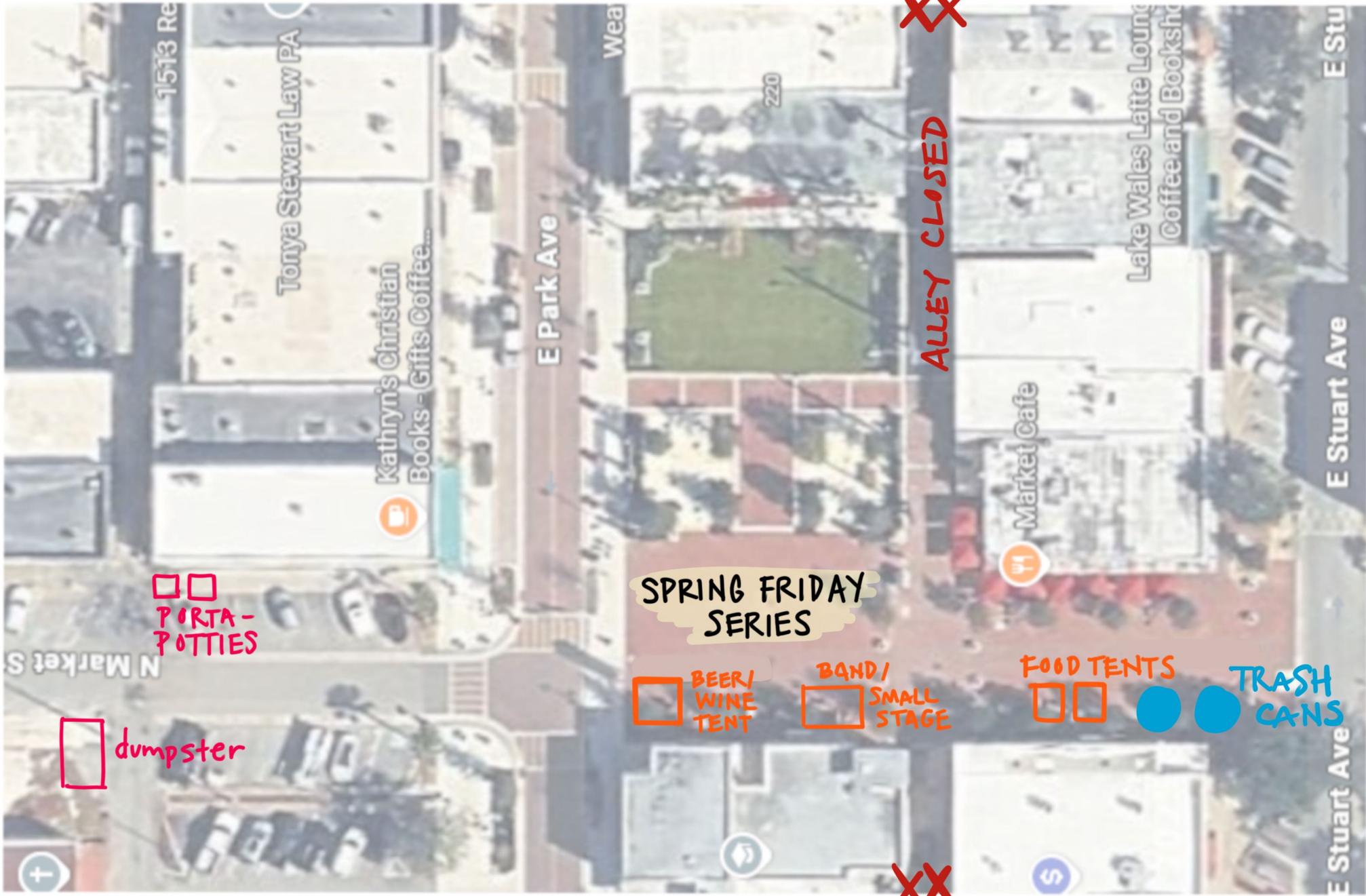
In case of non-compliance with the City's requirements in effect as of the approved date of the permit resulting from this Agreement, said permit is void.

Do you agree to the terms listed? Yes

Signature of Sponsor or Authorized Representative of Sponsor: Eric Marshall

Date: 1/7/2026

Email not displaying correctly? [View it in your browser.](#)



XX

ALLEY CLOSED

XX

□□
PORTA-
POTTIES

□
dumpster

SPRING FRIDAY
SERIES

□
BEER/
WINE
TENT

□
BAND/
SMALL
STAGE

□□
FOOD TENTS

●●
TRASH
CANS

Tonya Stewart Law PA

Kathryn's Christian
Books - Gifts Coffee...

E Park Ave

Wea

220

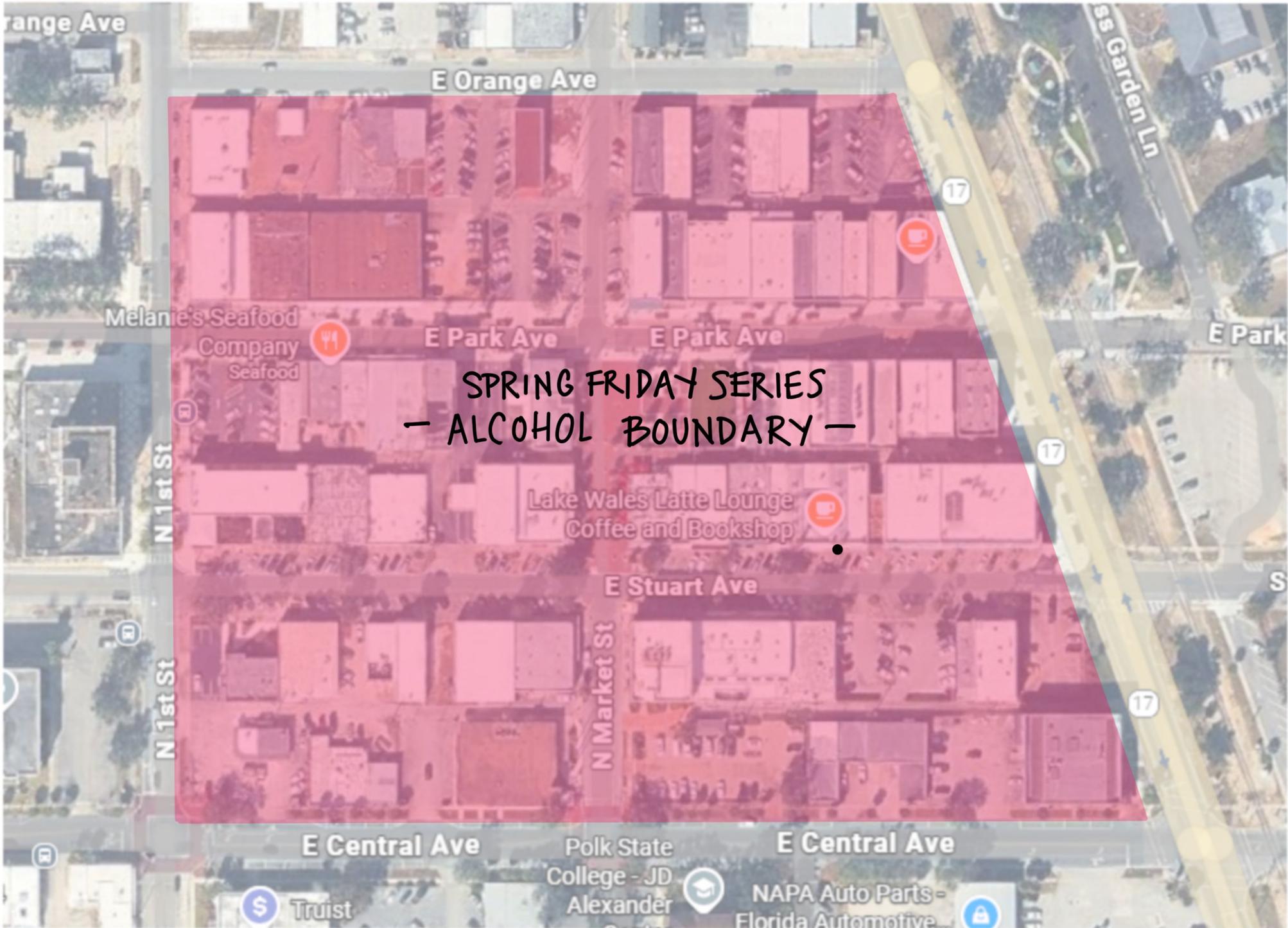
Market Cafe

Lake Wales Latte Lounge
(Coffee and Booksho

E Stuart Ave

E Stuart Ave

E Stu



SPRING FRIDAY SERIES
- ALCOHOL BOUNDARY -

Orange Ave

E Orange Ave

S Garden Ln

Melanie's Seafood Company
Seafood

E Park Ave

E Park Ave

E Park

N 1st St

Lake Wales Latte Lounge
Coffee and Bookshop

E Stuart Ave

N 1st St

N Market St

E Central Ave

Polk State College - JD Alexander

E Central Ave

Truist

NAPA Auto Parts - Florida Automotive

MEMORANDUM

DATE: January 13, 2026
TO: Honorable Mayor and City Commission
VIA: James Slaton, City Manager
FROM: Jennifer Nanek, City Clerk
RE: Special Event Permit: Cork and Keys April 9, 2026

SYNOPSIS

This is a request by Main Street to have a wine walk event called Cork and Keys on Thursday, April 9, 2025 from 4:00 p.m. – 8:00 p.m. The event will include alcohol.

RECOMMENDATION

Staff recommends

1. That the City Commission approve the permit request to allow Main Street to host an event in the downtown on Stuart and Park Avenue and Scenic HWY and First Street to include the serving of alcohol on Thursday, April 9, 2026 from 5:00 p.m. – 8:30 p.m.

BACKGROUND

Lake Wales Main Street is planning to host a wine walk type of event on Thursday, April 9, 2026 from 5:00 p.m. – 8:30 p.m. This event will allow participants to stroll through downtown with alcohol.

Police officers will be present for the event. No streets will be closed.

OTHER OPTIONS

Do not approve the Special Event Permit.

FISCAL IMPACT

None. Lake Wales Main Street will cover the cost of off-duty officers.

ATTACHMENTS

Special Event Permit Application

From: noreply@civicplus.com
To: [Jennifer Nanek](#)
Subject: EXTERNAL:Online Form Submittal: Special Event Application
Date: Tuesday, January 6, 2026 1:30:24 PM

This email originated from an external source, please use caution when clicking on links and opening attachments.

Special Event Application

City of Lake Wales

201 W. Central Ave.

Lake Wales, FL 33853

863-678-4182 x1254

Official Use Only:

Tent Permit #		
---------------	--	--

Applicant Information:

Organization Name: Lake Wales Main Street

Is this organization classified a 501c3 status by the IRS? Yes

Please upload a copy of the determination letter. [Letter of Determination.jpeg](#)

Address PO Box 4125

City Lake Wales

State FL

Zip 33853

Phone Number 8632497936

Event Contact Information:

First Name	Joy
Last Name	Pruitt
Address	PO Box 4125
City	Lake Wales
State	FL
Zip	33853
Phone Number	8632497936
Email Address	mainstreetlakewales@outlook.com
Event Information:	
Name of Event:	Lake Wales Main Street Lunch Live Concert Series
Please note: All events requesting a street closure must have approval from the City Commission.	
Event Type:	Festival - an organized public gathering in a park or downtown e.g. Art Show
Event Description:	The Lake Wales Main Street is requesting to hold Cork & Keys (formerly Wine Downtown) on April 9, 2026
Setup and takedown date/time	4/9/2026 3:00 AM - 4/9/2026 8:30 PM
Event start and end date/time:	4/9/2026 5:00 PM - 4/9/2026 8:30 PM
Is this a reoccurring event?	No
If yes, please provide more details:	<i>Field not completed.</i>
This event will be:	Gated/Ticketed
Event Location:	Downtown Market Place

Site Plan Requirements:

Please attach a clear and legible site plan/map with the following indicated:

1. Depiction of the area (streets, park, etc) where the event will be held.

2. The overall event area such as parking and requested street closures.
3. The location and dimensions of all physical equipment being placed; such as stages, vendors, booths, tents, barricades, restrooms, dumpsters, etc.
4. Disabled parking and handicapped access clearly defined.
5. Location of temporary alcohol sales where both sales & consumption will occur.

(Sale or consumption of alcohol requires additional permitting from the state and hiring of at least two off-duty police officers)

Attach site plan: [Concert Series Map.jpeg](#)

Event Components:

Please check all that apply to the event. Alcohol - (Special Permit Required)* , Portolets, Use of electric outlets, Amplified Sound, Stage, Concerts/Live Music, Tents (permit required for tents larger than 30x30)

*Events involving the sale and consumption of alcohol must have a designated area where the sale and consumption of alcohol will take place. Sponsor must get an additional permit from the State Division of Alcoholic Beverages and Tobacco and requires the presence of a police detail.

Other Information:

Will City Streets be closed? No

Will any alleys, parking lots or other public places be closed? No

Will State Roads be closed? (SR 17)? No

Will you need additional trash receptacles from the City? No

Will you need clean-up assistance from the City throughout the event? No

Do you require additional assistance from the City, that was not listed above?

No

NOTE

For unbudgeted events, the organization must reimburse the City 100% of costs for use of Public Services and Police Department.

Please provide your ADA Accessibility Plan

The entire area is ADA Accessible.

Upload additional documentation (optional)

Field not completed.

Please provide any additional information related to the event:

Cork & Keys will feature wine tastings and pairings at several downtown businesses. There will be live music in Market Plaza.

Upload additional documentation:

Field not completed.

Insurance Requirements:

Liability Insurance is required for all special events involving City property and must name the City of Lake Wales as an additional insured. For events requesting the sale or consumption of alcohol, liability insurance in the amount of \$1,000,000.00 is required. All proof of insurance must be submitted to the City of Lake Wales a week before the event. Failure to provide acceptable insurance will result in the cancellation of the event.

*Upload proof of insurance:

[2025 26 Certificate of Insurance.pdf](#)

Agreement to Assume Financial Responsibility for Injury or Damage

The Sponsor (hereinafter referred to as "the permittee"), shall indemnify, defend, and hold harmless the City of Lake Wales (hereinafter referred to as "the City"), and all of its elected or appointed officials, officers, agents, and employees from any claim, loss, damage, cost, change, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agent, employees, or subcontractors during the performance of the permitted event, whether direct or indirect, and whether to any person or property to which the City or said parties may be subject, except that neither the Permittee nor any of its agents, employees, or subcontractors will be liable under the agreement for damages arising out of the injury or damage to persons directly caused or resulting SOLELY from the negligence of the City or any of

its elected or appointed officials, officers, agents, or employees.

Permittee's obligation to indemnify, defend and pay for the defense or at the City's option, to participate and associate with the City in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be initiated by the City's notice of claim for indemnification to Permittee.

Permittee's inability to evaluate liability or its evaluation of liability shall not excuse Permittee's duty to defend and indemnify within seven days after such notice by the City is provided by Certified Mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the City SOLELY negligent shall excuse performance of this provision by Permittee.

Permittee shall pay all costs and fees related to this obligation and its enforcement by the City. City's failure to notify Permittee of a claim shall not release the Permittee of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the City's right, title and interest in land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the City from and against any and all loss, damage, cost, and expense arising in any manner on account of the exercise or attempted exercise by said Permittee of the aforesaid rights and privileges.

During the event, the Permittee shall observe all safety regulations of the City, and the Permittee shall take measures to ensure the safety of the public.

By signing this application, it represents the information provided to be true and correct and signifies a binding agreement to comply with the rules and regulations of the City of Lake Wales. Should the City grant approval and a permit be issued, it is further agreed the Permittee will comply with any other requirements provided by Federal, State, and Local Law.

By execution hereof, the undersigned affirms that he or she is vested with full right and authority to bind the Permittee to the terms of this Agreement.

In case of non-compliance with the City's requirements in effect as of the approved date of the permit resulting from this Agreement, said permit is void.

Do you agree to the terms listed?

Yes

Signature of Sponsor Joy Pruitt for Lake Wales Main Street
or Authorized
Representative of
Sponsor:

Date: 1/6/2026

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CORK AND KEYS
THURSDAY, APRIL 9 - 4:00
pm

The Insider's GUIDE

SIP • SHOP • STROLL
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PRESENTED BY



CITY COMMISSION MEETING CALENDAR

[Regular City Commission meetings are held at 6:00 p.m. on the first and third Tuesday of each month in the Commission Chambers. The Agenda Work Sessions are held on the Wednesday before the Commission Meetings at 2:00 p.m. Other Workshops & Special meetings to be scheduled accordingly. Meeting dates & times are subject to Change.]

City Commission Meetings – January 2026

Tues, Jan 6, 2026	Regular	6:00 p.m.	Commission Chambers
Tues, Jan 13, 2026	CRA	2:00 p.m.	Commission Chambers
Wed, Jan 14, 2026	Agenda Work Session	2:00 p.m.	Commission Chambers
Tues, Jan 20, 2026	Regular	6:00 p.m.	Commission Chambers
Wed, Jan 28, 2026	Agenda Work Session	2:00 p.m.	Commission Chambers

City Commission Meetings – February 2026

Tues, Feb 3, 2026	Regular	6:00 p.m.	Commission Chambers
Tues, Feb 10, 2026	CRA	2:00 p.m.	Commission Chambers
Wed, Feb 11, 2026	Agenda Work Session	2:00 p.m.	Commission Chambers
Tues, Feb 17, 2026	Regular	6:00 p.m.	Commission Chambers
Fri., Feb 20, 2026 <small>(Feb 16-20 is qualifying)</small>	Special (approve ballot)	4:00 p.m.	Commission Chambers
Wed, Feb 25, 2026	Agenda Work Session	2:00 p.m.	Commission Chambers

City Commission Meetings – March 2026

Tues, March 3, 2026	Regular	6:00 p.m.	Commission Chambers
Tues, March 10, 2026	CRA	2:00 p.m.	Commission Chambers
Wed, March 11, 2026	Agenda Work Session	2:00 p.m.	Commission Chambers
Tues, March 17, 2026	Regular	6:00 p.m.	Commission Chambers

For City Commission meeting information please contact Jennifer Nanek, City Clerk, 863-678-4182, ext. 1254 or jnanek@lakewalesfl.gov.

City Commission Agenda Packets for workshop and regular meetings are generally posted on the City's website by 12:00 p.m., the Friday before the scheduled meeting.

Minutes of City Commission meetings can be obtained from the City Clerk's Office. The minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may arrange with the City Clerk to duplicate the recording, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be the expense of the requesting party.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 5:00 p.m. on the day prior to the meeting.

Appeals concerning Marchisions on issues requiring a public hearing:

Persons who wish to appeal any Marchision made by the City Commission with respect to any matter considered during a public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

Approximate Seating Capacity:

- Commission Chamber **110**
- Employee Break Room **30**
- CM Conference Room **12**