



HARDEE COUNTY
ECONOMIC DEVELOPMENT COUNCIL



HARDEE COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY

AGENDA

Economic Development Council/Industrial Development Authority

EDC/IDA REGULAR MEETING

October 12, 2023, at 8:30 AM

**COMMISSIONER CHAMBERS, 412 WEST ORANGE STREET, ROOM 102,
WAUCHULA, FL 33873**

BOARD MEMBERS

Chairman Lee Mikell
Vice-Chairman Barney Cherry
Gene Davis
Calli Ward
Courtney Green
John Gill
Chris Idsardi

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. APPROVAL OF MINUTES**
 - 1. LEE MIKELL- SEPTEMBER 2023 EDC/IDA MINUTES**

ACTION RECOMMENDED: Motion to approve the September 2023 EDC/IDA minutes as presented.

- 4. BOARD EDUCATION**
 - 1. GINGER DELEGAL- SUNSHINE LAW**
- 5. EXECUTIVE REPORT**
 - 1. JUSTIN SMITH- EXECUTIVE REPORT**

- 6. AGENDA ITEMS**
 - 1. SHANNON NASH- ELECTION OF CHAIR**

ACTION RECOMMENDED: Board's discretion

- 2. SHANNON NASH- ELECTION OF VICE CHAIR**

ACTION RECOMMENDED: Board's discretion

- 3. STACEY DADD- SBDC PRESENTATION**
- 4. JUSTIN SMITH- ARCHITECTURAL AND ENGINEERING CONTINUING SERVICES CONTRACT**

ACTION RECOMMENDED: Motion to approve the contracts as presented and authorize the Chair or Vice Chair to sign.

5. **JUSTIN SMITH- CONSTRUCTION MANAGER CONTINUING SERVICES CONTRACT**

ACTION RECOMMENDED: Motion to approve the contracts as presented and authorize the Chair or Vice Chair to sign.

6. **SHANNON NASH- REQUEST FOR WAIVER OF CONFLICT**

ACTION RECOMMENDED: Motion to consent and approve the request for waiver of conflict as it relates to the purchase of real property from Rajeswari Sonni and his property on N. Hwy 17.

7. **JUSTIN SMITH- RESOLUTION 2023-08- AUTHORIZING CLOSING OF REAL PROPERTY LOCATED AT 0 HWY 17 N (SONNI PROPERTY)**

ACTION RECOMMENDED: Motion to adopt Resolution 2023-08 authorizing the purchase of real property located at 0 N US Hwy 17 N, Wauchula, Hardee County, Florida (Parcel ID 33-33-25-0000-09780-0000), authorizing the transfer of funds, confirming the authority of the Chair or Vice Chair to sign all documents necessary for closing, and providing for an effective date.

8. **JUSTIN SMITH- RESOLUTION 2023-09- AUTHORIZING CLOSING OF REAL PROPERTY LOCATED AT 122 W. MAIN ST WAUCHULA (REIF BUILDING)**

ACTION RECOMMENDED: Motion to adopt Resolution 2023-09 approving and authorizing the execution of a sale/purchase contract for the purchase of real property located at 122 W. Main Street, Wauchula, Hardee County, Florida, and confirming the authority of the Chair or Vice Chair to sign all necessary documents for closing, authorizing the transfer of funds, and providing for an effective date.

7. **FINANCIAL REPORT**

1. **KRISTI SCHIERLING- SEPTEMBER 2023 EDC/IDA FINANCIALS**

ACTION RECOMMENDED: Motion to approve the September 2023 EDC/IDA financials as presented.

8. **ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS**

9. **ADJOURNMENT**



HARDEE COUNTY
ECONOMIC DEVELOPMENT COUNCIL

MINUTES

Hardee County Economic Development Council
Hardee County Industrial Development Authority

Regular Meeting

September 14, 2023, at 8:30 AM

Commissioner Chambers
412 W. Orange Street, Room 102, Wauchula, FL 33873

Board Members

Lee Mikell, Chairman
Barney Cherry, Vice-Chairman
Gene Davis
Calli Ward
Courtney Green
Chris Idsardi
John Gill



HARDEE COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Lee Mikell	Chairman	Present	
Barney Cherry	Vice-Chairman	Present	
Gene Davis	Board Member	Absent	
Calli Ward	Board Member	Present	
Courtney Green	Board Member	Present	
Chris Idsardi	Board Member	Present	
John Gill	Board Member	Absent	

Visiting: John Davis, County Commissioner Renee Wyatt, Bruce Stayer, Steven Southwell, Clint Hunnicutt, County Manager Terry Atchley, and Michael Kelly.

Staff: Denise Grimsley, Sarah Evers, Justin Smith, Krystin Chapman, and Kristi Schierling

EDC/IDA Attorney: Shannon Nash

Chairman Mikell called the meeting to order at 8:30 a.m.

2. APPROVAL OF AGENDA

Motion by Board Member Courtney Green and second by Board Member Chris Idsardi to approve as presented.

Motion carried

Ayes – Mikell, Cherry, Ward, Green, and Idsardi

Nays- None

Absent- Davis and Gill

3. APPROVAL OF MINUTES

1. August 2023 EDC/IDA Minutes

Motion by Board Member Chris Idsardi and second by Board Member Barney Cherry to approve the August 2023 EDC/IDA minutes as presented.

Motion carried

Ayes – Mikell, Cherry, Ward, Green, and Idsardi

Nays – None

Absent- Davis and Gill

4. BOARD EDUCATION

1. Sarah Evers- Land Development Agreements Presentation

Sarah Evers reviewed the South Ft. Meade Land Development Agreement and its amendments. Sarah explained what an LDA is and what our role is. The South Ft. Meade agreement was approved in 2008 and permitted 10,885. The 1st amendment was approved in 2016 and approved an additional 393.2 acres. The second amendment was

approved in 2019 and approved an additional 288.8 acres. The third amendment was approved in 2020 and approved an additional 14.7 acres.

2. Krystin Chapman-Executive Report

Krystin Chapman started the executive report off by telling the board that R. Riveter was the guest at the Chamber Lunch and Learn for August. The SBDC had a marketing training event that Krystin attended. They will also start holding office hours at our office once a month. Denise Grimsley will talk about this later on. TDG has started a mentorship with the Donnie Canary Foundation. We meet with them each month. We just finished our 9 week curriculum of “Building a Vibrant Community”. Sarah Evers

5. AGENDA ITEMS

1. John Davis- Annual Budgets for FYE 2024

John Davis reviewed each of the IDA budgets for FYE 2024.

Motion by Board Member Calli Ward and second by Board Member Chris Idsardi to adopt Resolution 2023-04 a resolution adopting a budget inclusive of the General Fund, South Ft. Meade Mine Agreement Fund, and Ona Mine Special Revenue Fund for fiscal year 2023-24, and providing for severability, and providing for an effective date and authorize the Chair or Vice Chair to sign.

Motion carried.

**Ayes- Mikell, Cherry, Ward, Green, and Idsardi
Nays- None
Absent- Davis and Gill**

Motion by Board Member Calli Ward and second by Board Member Barney Cherry to adopt the EDC budget for fiscal year 2023-2024.

Motion carried.

**Ayes- Mikell, Cherry, Ward, Green, and Idsardi
Nays- None
Absent- Davis and Gill**

2. Clint Hunnicutt- Wauchula Fresh Update

Clint Hunnicutt was before the board today to provide an update on Wauchula Fresh. He gave a brief background for the newer board members. There are currently 69 employees at Hardee Fresh. Clint briefly reviewed the process from sowing to cooling. Construction should commence some time in the 4th quarter of 2023 and the first sales being at the end of 2024 for the new facility. There will be 20-25 new hires and around 20-25 employees will move over from Hardee Fresh.

3. Justin Smith- Architectural and Engineering Continuing Services Contract

Justin Smith let the board know that only the contract with Kimley Horn was being approved today. The remaining contracts will be brought to the October board meeting for approval. This is an annual contract with automatic renewals.

Motion by Board Member Calli Ward and second by Board Member Chris Idsardi to approve the contract and authorize the Chair or Vice Chair to sign.

Motion carried.

**Ayes- Mikell, Cherry, Ward, Green, and Idsardi
Nays- None
Absent- Davis and Gill**

4. Sarah Evers- Construction Manager Continuing Services Contracts

Sarah Evers let the board know that we would only be approving the contract with Semco Construction today. L Cobb Construction and Halfacre Construction will be approved at the October board meeting. This is a one year contract with an automatic renewal.

Motion by Board Member Barney Cherry and second by Board Member Chris Idsardi to approve the contract and authorize the Chair or Vice Chair to sign.

Motion carried.

**Ayes- Mikell, Cherry, Ward, Green, and Idsardi
Nays- None
Absent- Davis and Gill**

5. Denise Grimsley- Hardee County Education Foundation Resolution 2023-05 and Funding Agreement

Denise Grimsley explained that this agreement is for the reimbursement of their fees with Clifton Larson Allen and the Executive Director's salary until 6/30/25. The previous resolution only approved the CLA fees through 2021, however it was the board's intention to fund those through 2025 just like it funded the executive director's salary. This funding agreement and resolution give full authorization through fiscal year 2024-2025, specifically June 30, 2025.

Motion by Board Member Barney Cherry and second by Chris Idsardi to adopt Resolution 2023-05, approve the funding agreement, and authorize the Chair or Vice Chair to sign.

Motion carried.

**Ayes- Mikell, Cherry, Ward, Green, and Idsardi
Nays- None
Absent- Davis and Gill**

6. Denise Grimsley- University of South Florida Collaboration Agreement

Denise Grimsley went through a few of the responsibilities that SBDC will be required to do. A representative will have to attend at least 6 Hardee County networking events and attend an EDC/IDA board meeting to share information available to Hardee County residents. A representative will be at our office on the 4th Tuesday of every month. The contracted amount for the fiscal year is \$10,000.

Motion by Board Member Courtney Green and second by Board Member Calli Ward to approve the University of South Florida Collaboration Agreement and to provide funding in the amount of \$10,000.00 and to authorize the Chair or Vice Chair to sign.

Motion carried.

**Ayes- Mikell, Cherry, Ward, Green, and Idsardi
Nays- None
Absent- Davis and Gill**

7. Justin Smith- Purchase Contract for West Palmetto Street Property

Justin Smith reminded the board about the strategic plan for downtown. Building a Vibrant Community references focusing on one area in your downtown and build out from that area. Our housing study recommends focusing on infill housing. This property would check off these items. It is almost 1 acre and includes the house on Palmetto and 8th Avenue. The purchase price is \$250,000 and there is a 90-day inspection period. This area would allow us to work with the City and create more parking areas for the downtown.

Motion by Board Member Calli Ward and second by Chris Idsardi to approve the purchase contract for West Palmetto Street and authorize the Chair or Vice Chair to sign.

Motion carried.

**Ayes- Mikell, Cherry, Ward, Green, and Idsardi
Nays- None
Absent- Davis and Gill**

Motion by Board Member Calli Ward and second by Board Member Barney Cherry to approve Resolution 2023-06 authorizing a resolution of the Hardee County Industrial Development Authority approving and authorizing the execution of a commercial sale/purchase contract for the purchase or real property located at West Palmetto Street and approving and authorizing closing on the purchase of the real property and authorizing the Chair or Vice Chair to sign.

Motion carried.

**Ayes- Mikell, Cherry, Ward, Green, and Idsardi
Nays- None
Absent- Davis and Gill**

8. Sarah Evers- Trussworks Realty Florida, LLC Commercial Sale/Purchase Contract

Sarah Evers explained that Trussworks is a Texas-based company that manufactures wood floor and ceiling trusses. We started working with them earlier this year/late last year and they are interested in expanding in the Florida market. We felt that the property located at 62 east of the Commerce Park would be a great fit for them. The sale price is \$800,000 with a 60-day inspection period and 30-day closing. Exhibit B of the contract is the right of first refusal for the IDA for a 5 year period. They are eager to get moving and expect to hire about 30 employees over the next five years.

Motion by Board Member Courtney Green and second by Board Member Chris Idsardi to approve the commercial sale/purchase contract with Trussworks Realty Florida, LLC and authorize the Chair or Vice Chair to sign.

Motion carried.

Ayes- Mikell, Cherry, Ward, Green, and Idsardi
Nays- None
Absent- Davis and Gill

Motion by Courtney Green and second by Board Member Chris Idsardi to approve Resolution 2023-07 authorizing the execution of a sale/purchase contract for the sale of real property located at 205 St. Rd 62 and three parcels at 0 St. Rd 62, Wauchula, Hardee County, Florida and authorizing the Chair or Vice Chair to sign all documents necessary for closing.

Motion carried.

Ayes- Mikell, Cherry, Ward, Green, and Idsardi
Nays- None
Absent- Davis and Gill

9. Denise Grimsley- Sound System for Boardroom Discussion

Denise Grimsley started the discussion with how hard it is to hear the meeting when you are listening to them online. The previous County Manager came to us about a year ago and asked us to fund the enhancements to improve the system. We have worked with Terry Atchley and the county IT staff to get the needed information for the enhancements of the systems. The BOCC received two quotes for sound system upgrades.

Motion by Board Member Calli Ward and second by Board Member Barney Cherry to fund the BOCC sound system upgrade in the amount not to exceed \$12,000.

Motion carried.

Ayes- Mikell, Cherry, Ward, Green, and Idsardi
Nays- None
Absent- Davis and Gill

10. Justin Smith- Third Amendment to Sublease with Duke Energy Florida, LLC and the Corresponding Memorandum of Sublease

Justin Smith let the board know that this was an anticipated amendment. When we first entered the agreement, the initial footprint was over 700 acres. Not that Duke has finished the buildout of their footprint and the two access roads, the survey is now complete and the number of acres being used is 518.97. This amendment also included an escalator clause in the event they are able to use the panels that generate a higher wattage and that is a \$100/acre per year increase.

Calli Ward abstained since she works for Mosaic.

Motion by Board Member Barney Cherry and second by Board Member Courtney Green to approve the third amendment to the sublease with Duke Energy Florida, LLC and the corresponding memorandum of sublease and authorize the Chair or Vice Chair to sign.

Motion carried.

Ayes- Mikell, Cherry, Green, and Idsardi
Nays- None
Absent- Davis and Gill
Abstain- Ward

11. Justin Smith- Third Amendment to the Land Lease Agreement with South Ft. Meade Land Management, Inc and Mosaic Fertilizer and the Corresponding Memorandum of Lease

Justin Smith advised the board that since the lease is with Mosaic, they also have to approve the change in acreage.

Calli Ward abstained since she works for Mosaic.

Motion by Board Member Chris Idsardi and second by Board Member Barney Cherry to approve the third amendment to the land lease agreement with South Ft. Meade Land Management, Inc and Mosaic Fertilizer, LLC and the corresponding memorandum of lease and authorize the Chair or Vice Chair to sign.

Motion carried.

Ayes- Mikell, Cherry, Ward, Green, and Idsardi

Nays- None

Absent- Davis and Gill

Abstain- Ward

12. Shannon Nash- Annual Evaluation of Denise Grimsley

Shannon Nash provided each of the board members with an evaluation to complete last month and she has the results today. Overall, Denise Grimsley received a 32.3 out of 35. Shannon Nash also read a few of the comments left by board members. They were very positive.

Motion by Board Member Calli Ward and second by Chris Idsardi to accept the evaluation results of Denise Grimsley.

Motion carried.

Ayes- Mikell, Cherry, Ward, Green, and Idsardi

Nays- None

Absent- Davis and Gill

6. FINANCIAL REPORT

1. August 2023 EDC/IDA Financials:

Motion by Board Member Courtney Green and second by Board Member Chris Idsardi to approve the August 2023 EDC/IDA Financials as presented.

Motion carried

Ayes – Mikell, Cherry, Ward, Green, and Idsardi

Nays – None

Absent- Davis and Gill

7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS

8. ADJOURNMENT

CONTRACT FOR PROFESSIONAL SERVICES ON A CONTINUING BASIS

THIS AGREEMENT is made by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district with an address at 107 E. Main Street, Wauchula, Florida 33873 (the “IDA”) and **HALL DARLING DESIGN STUDIO, P.A.**, a Florida corporation, with an address at 2168 Main Street, Sarasota, FL 34237 (herein called “Consultant”).

1. Premise.

1.1. IDA solicited responses to RFQ 2023-02 for qualified firms to provide professional services on a continuing basis pursuant to Section 287.055, Florida Statutes. IDA would like for Consultant to perform the work and Consultant would like to do so on the terms and conditions set forth herein.

1.2. Consultant will provide professional services to the IDA on an as-needed basis, based upon notices to proceed to be issued by the IDA (each a “Project”). Consultant understands and agrees that this Agreement does not guarantee award to provide services for a specific Project nor exclusivity to perform services.

1.3. The “Contract Documents” that constitute the entire agreement between the IDA and Consultant shall consist of: this Agreement and all exhibits hereto, RFQ 2023-02, IDA issued Notices to Proceed, proposals, drawings or other documents submitted by Consultant and accepted in writing by IDA, written amendments to this Agreement that are validly executed by IDA and Consultant, and IDA approved change orders.

1.4. Consultant represents that it is thoroughly familiar with and understands the requirements of performing professional services and that it is experienced in the administration of projects of the type and scope contemplated. Consultant represents to IDA that Consultant has all necessary education, skill, knowledge, licensure/certification, and experience required to perform services and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the services contemplated hereby within the time periods required hereby. In addition, Consultant represents that it has, and all of the subcontractors performing services under this Agreement will have, all applicable licenses or certifications required by the State of Florida to perform the professional services.

2. Work.

2.1. Consultant, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing, and all other accessories and services necessary to provide **professional architectural services** for a Project (herein collectively called the “Work”).

2.2. The scope of Work will be identified on a project-by-project basis and will vary depending on needs of a specific Project. All services shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the IDA. IDA reserves the right to add

or delete, at any time, any or all tasks or services.

2.3. A Notice to Proceed issued by IDA is required to begin Work for each Project and no work shall begin and no fees/costs shall be incurred as to a particular Project (or phase of a Project, as applicable) unless and until the IDA issues a relevant Notice to Proceed. Consultant agrees and understands that IDA is under no obligation to issue any Notice to Proceed. If IDA does not issue a Notice to Proceed, there will be no recovery of any monetary awards by Consultant, including cost and/or anticipated profit. For avoidance of any doubt, a Notice to Proceed is subject to the terms and conditions of this Contract and becomes a Contract Document upon its issuance.

2.4. A Notice to Proceed may be issued on behalf of the IDA by the Chief Executive Office of The Hardee County Economic Development Council, Inc., d/b/a The Development Group, or her authorized designee (the "IDA Project Manager").

2.5. Unless otherwise provided in writing, Consultant's point of contact and project manager for day-to-day activities is: Name: _____
Phone: _____
Email: _____

3. **Contract Price.**

3.1. Consultant's standard hourly rates and expenses are attached hereto as Exhibit "A". Such rates and expenses shall remain in effect through the duration of the contract period. Mileage and man-hours spent in travel time are incidental to the Work and are not an extra compensable expense.

3.2. The signing of this Agreement and any Notice to Proceed by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement and that Notice to Proceed are accurate, complete, and current as of the date of this Agreement and that Notice to Proceed. The said rates and costs shall be adjusted to exclude any significant sums should the IDA determine that the rates and costs were increased due to the inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants or contractors. The IDA may exercise its rights under this "Certificate" within one year following final payment.

4. **Payment.**

4.1. The IDA Project Manager must approve each payment request. Each payment application shall: (i) detail an explanation of what work was completed and reference the applicable Project; (ii) include a certification by Consultant that the work performed was in complete accordance with the Contract Documents; (iii) include, as applicable, copies of paid receipts, invoices, or other documentation acceptable to the IDA Project Manager to establish that an expense was actually incurred and necessary in the performance of the Work.

5. **Term and Termination.**

5.1. The term of this Agreement shall be for one-year and shall automatically renew on an annual basis unless sooner terminated as provided herein.

5.2. IDA may terminate this Agreement, in whole or in part, for the IDA's convenience upon 30 days written notice to Consultant. IDA may, upon written notice, terminate this Agreement, in whole or in part, at any time due to Consultant's failure to perform any material provision or portion of the Contract Documents. Upon receipt of a termination notice, services shall be immediately discontinued (unless the notice directs otherwise) and all plans and materials as may have been accumulated in performance of this Agreement, whether completed or in process, shall be delivered to the IDA. Upon termination, an equitable adjustment in the contract price shall be made based on Work satisfactorily performed; however, under no circumstance shall any amount be allowed for anticipated profit on unperformed services.

5.3. The rights and remedies of the IDA provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

6. **Commencement and Completion of Work.** Consultant hereby agrees to commence Work within ten (10) days from receipt of a Notice to Proceed unless otherwise specified on the Notice to Proceed or otherwise agreed in writing by the IDA Project Manager. Consultant shall be solely responsible for the means, methods, and techniques utilized in the Work.

7. **Project Time.** The "Project Time" shall be the agreed-upon number of calendar days from the date on which the Notice to Proceed is issued by the IDA to completion of a final design and/or, as applicable, completion of specified-Work for a designated Project. Contractor warrants that a final design for each Project shall be completed within the specified Project Time, provided that there are no unreasonable and unanticipated delays beyond Consultant's control; provided, however, that Consultant shall promptly notify IDA in writing of all anticipated or actual delays. Further, Consultant shall notify IDA in writing of any deadline by which documents or information from IDA is needed and shall do so sufficiently in advance of such deadline so that any delay can be avoided.

8. **Change Orders.** The contract prices and the Project Time may be changed only by a written change order executed by the IDA Project Manager. The IDA, without invalidating this Agreement, may order changes in the Work within the general scope of the Project consisting of additions, deletions, or other revisions, with the contract price and the Project Time being adjusted accordingly.

8.1. The cost or credit to IDA resulting from a change order shall be determined by mutual acceptance of a lump sum properly itemized. If an itemized lump sum cannot be agreed upon, Consultant shall nonetheless promptly proceed with the Work involved. The costs or credits shall then be determined on the basis of Consultant's reasonable expenditures and savings. In such case, Consultant shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Consultant to IDA for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as

confirmed by Consultant's records.

8.2. If Consultant claims that additional cost or time is involved because of any unanticipated event outside of Consultant's control, Consultant shall make such claim solely as provided herein and failure to make a claim timely shall be a waiver of any such claim. If Consultant wishes to make a claim for an increase in the contract price or an extension in the Project Time, Consultant shall give IDA written notice thereof within seven (7) calendar days after occurrence of the event giving rise to such claim. This written notice shall be given by Consultant before proceeding to execute Work resulting from the event, except in an emergency endangering life or property in which case Consultant shall proceed as necessary under the circumstances.

9. **Performance.** Consultant covenants that all services shall be performed by skilled and competent personnel to generally accepted professional standards under similar conditions. Consultant shall be responsible for the technical accuracy of the services it performs and documents it prepares, and neither IDA nor its agents shall be responsible for discovering deficiencies in such services or documents. Acceptance of the Work and final payment shall not relieve Consultant of the obligation to remedy Work that does not comply with the Contract Documents. The obligations set forth in this paragraph shall survive final payment to Consultant and the termination of this Agreement.

10. **Prepared Materials.** The Consultant shall deliver to the IDA, if requested, reproducible and computer files of all final documents and materials prepared by and for the IDA under this Agreement and any Notice to Proceed, including, but not limited to Project specifications and record drawings. All documents provided by Consultant to IDA shall be delivered both in hard-copy and in digital, hyperlink formats. All drawings, maps, sketches, and other data developed or purchased under this Agreement or at the IDA's expense shall be and remain its property and may be reproduced and reused at the direction of the IDA. Consultant shall grant the IDA unlimited license to use all work product to complete any on-going projects, provided that use by the IDA of the work product is at the IDA's sole risk and without liability or legal exposure to Consultant or anyone working by or through Consultant and further provided that Consultant is paid all undisputed monies due under the applicable project from which the work product was rendered.

11. **Construction Costs and Estimates.**

11.1. The ability to complete Projects at or under budget is of great importance to the IDA. Evaluations of individual Project budget(s), preliminary estimates of Construction Cost (as defined hereinunder), and detailed estimates of Construction Cost prepared by the Consultant, shall represent the Consultant's best judgment as a design professional familiar with the construction industry. Consultant shall review the Project budget prior to undertaking substantive work on the Project. As to construction projects, the "Construction Cost" shall be the total cost or estimated cost to the IDA of all elements of the Project(s), including design costs designed or specified by the Consultant, including costs of additives or deductive work items regardless of whether they are awarded for construction. Construction Cost shall include the cost at current market rates of labor and materials furnished by the IDA and equipment designed, specified, selected or specially provided for by the Consultant, including a reasonable allowance of the contractor's overhead and

profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

11.2. If Consultant initially determines that the Construction Cost will likely exceed the budget, Consultant shall promptly notify IDA in writing and suspend further Work on the Project. If Consultant initially believes that the Construction Cost of the proposed Project will likely not exceed the budget, Consultant shall proceed with its Work until it has completed approximately thirty percent (30%) of the Project's overall professional services, at which point Consultant shall deliver to IDA a detailed written estimate of Construction Cost ("First Estimate"). The IDA shall review the First Estimate and provide a written directive to either continue or suspend Work on the Project.

11.3. If IDA has directed Consultant to continue Work on the Project, Consultant shall proceed with its work until it has completed approximately ninety percent (90%) of the Project's overall professional services, at which point Consultant shall deliver to IDA another detailed written estimate of Construction Cost ("Second Estimate"). If the Second Estimate exceeds the First Estimate by more than five percent (5%), the Consultant shall explain, in writing, the reason(s) for the increase. The IDA shall review the Second Estimate and, in IDA's discretion, shall provide a written directive that Consultant: (a) continue the Work on the Project, (b) suspend Work on the Project, or (c) cooperate with IDA to revise Project scope and quality as required to reduce Construction Cost. If the IDA chooses to proceed with option (c), the Consultant shall, at its own expense, modify the specifications or plans as necessary and subsequently approved by the IDA.

12. **Independent Consultant.** The parties expressly recognize that the relationship between the IDA and the Consultant is that of independent contractors, and that neither Consultant, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant or employee of the IDA.

13. **Insurance.** Consultant shall obtain and maintain, at Consultant's expense, the following insurance and shall not commence Work hereunder until such insurance is obtained and provided to the IDA:

COMPREHENSIVE GENERAL LIABILITY: Consultant shall maintain commercial general liability (CGL) insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$4,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: Consultant shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover

liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.

WORKERS' COMPENSATION: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws.

Consultant shall furnish the IDA with Certificates of Insurance. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Hardee County Industrial Development Authority is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by the IDA before the commencement of any work activities.

14. **Indemnification.** Subject to limitations of Florida law, the Consultant shall indemnify and hold harmless the IDA, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the agreement. Consultant's liability for indemnification shall be limited to \$10,000,000.00. The terms and conditions of this paragraph shall survive the termination or expiration of this Agreement.

15. **Subcontracts.** For any specific Project, Consultant reserves the right to select necessary subcontractors. Consultant shall require that each subcontractor agree to the provisions of this Agreement applicable to the work performed by such subcontractor. IDA retains the right to refuse a subcontractor for reasonable cause. IDA shall not be obligated to pay any subcontractor under any circumstance. Consultant shall be responsible to IDA for the acts and omissions of all its employees and all subcontractors, their agents and employees, and all other persons performing any of the Work by, through, or under Consultant.

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

If to Consultant:

Hall Darling Design Studio, P.A.
Attn: Glenn Darling
2168 Main Street
Sarasota, FL 34237
Phone: (941) 917-0883

If to IDA:

Hardee County Industrial Development Authority
c/o The Development Group
attn: Denise Grimsley, CEO
107 East Main Street
P.O. Box 458
Wauchula, FL 33873
863-773-3030

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

17. **Permits and Licensure.** Consultant shall be and maintain for the duration of this Agreement qualifications under Chapter 481, Florida Statutes to practice architecture or shall hold and maintain a current certificate as a registered engineer under Chapter 471, Florida Statutes to practice engineering. Consultant shall hold all licenses, registrations, certifications, or permits necessary to complete the services, and shall require the same of its subcontractors, agents, and those performing work. Consultant shall be responsible for acquiring all applicable Federal, State, County, and City licenses and permits and pay local business tax as may be appropriate. Consultant shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work, and such costs shall not be considered in addition to the contract price.

18. **Laws and Regulations.** All services and Work shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the IDA. Consultant shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work and the protection of persons and property.

19. **Public Records.** Consultant shall comply with public records laws, including Chapter 119, Florida Statutes. Consultant shall: (1) Keep and maintain public records required by the IDA to perform the services herein. (2) Upon request, provide the IDA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to IDA. (4) Upon completion of the contract, transfer, at no cost, to IDA all public records in possession of the Consultant or keep and maintain public records required by IDA to perform the service. If the Consultant transfers all public records to IDA upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to IDA, upon request, in a format that is compatible with the information technology systems of IDA.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-773-3030 or kristi.schierling@thedevelopmentgroup.net or 107 EAST MAIN STREET, PO BOX 458, WAUCHULA, FLORIDA 33873.

20. **OFAC List.** Consultant hereby represents, warrants and covenants to IDA that neither Consultant nor any person or entity that directly or indirectly (i) controls Consultant or (ii) has an ownership interest in Consultant of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

21. **Public Entity Crime.** Consultant certifies that neither it nor an affiliate have been placed on the convicted vendor list following conviction for a public entity crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. (*Section 287.133(3)(a), Florida Statutes.*)

22. **Discrimination.** Consultant certifies that neither it nor an affiliate have been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. (*Section 287.134, Florida Statutes.*)

23. **Scrutinized Companies.** Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria, and that the respondent is not participating in a boycott of Israel. Respondent shall immediately notify IDA if its certification set forth in this paragraph changes at any point during the proposal process or term of any contract. IDA may terminate any contract if respondent is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. (*Section 287.135, Florida Statutes.*)

24. **Prohibition Against Contingent Fees.** The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. (*Section 287.055(6)(a), Florida Statutes.*)

25. **No Continuation of Services.** A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract

executed pursuant to the design criteria package. (*Section 287.055(9), Florida Statutes.*)

26. **E-Verify**. Pursuant to Section 448.095, Florida Statutes, Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Consultant enters into an agreement with a subcontractor, Consultant shall require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the Consultant shall maintain a copy of such affidavit for the duration of the agreement.

27. **Governing Law and Venue**. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida without regard to conflict of law principles. In the event of litigation between the parties related to or arising out of this Agreement, venue shall be in Hardee County, Florida and no other place, and Florida law shall apply. IDA does not waive sovereign immunity, and its liability, if any, is limited by law, including Section 768.28, Florida Statutes.

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

29. **Assignment**. Consultant shall not assign, in whole or in part, this Agreement or any monies due or to become due hereunder, without the written consent of IDA.

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

31. **Binding Effect**. This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

32. **Time**. Time is of the essence of this Agreement.

33. **Multiple Originals; Amendment**. This Agreement is executed in multiple copies, each of which shall be deemed an original. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

AGREED TO as of the date last executed as set forth below.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____
Lee Mikell, Chair

Date: _____

Attest:

By: _____

Witnesses as to Consultant:

HALL DARLING DESIGN STUDIO, P.A., a Florida corporation

Witness #1: K Johnson

By: [Signature]

Print Name: Katherine Johnson

Name: Glenn Darling

Witness #2: [Signature]

Title: President

Print Name: FREDERICK J. KOENIG

Date: 1/13/2023

(corporate seal)

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

NOTICE TO PROCEED / CHANGE ORDER

DATE: _____

TO: _____

CONTRACT: Professional Services on Continuing Basis (IDA RFQ #2023-02)

[] This document constitutes your Notice to Proceed with professional services as to the following described Project: _____

[] This document constitutes a CHANGE ORDER regarding: _____

Additional Instructions: _____

Please review the Contract Documents for further details. If you have any questions, please contact: _____ at 863-773-3030.

Sincerely,

Denise Grimsley
CEO, The Development Group

Received, Acknowledged, and Accepted:

By: _____

Name: _____

Date: _____

Exhibit "A"

Consultant's Hourly Rates and Expense Schedule



PA AR97844

HOURLY RATE SCHEDULE

Hourly billing rates for services of the Architect are set forth below. These rates are given in dollars per hour with an effective date January 1, 2023 and good for twelve months from the date of execution of the Agreement.

Hall Darling Design Studio, P.A.

President / Principal Architect	\$210.00
Principal / Vice President / Director of Operations	\$195.00
Principal / Senior Architect	\$180.00
Senior Architect	\$170.00
Senior Project Manager	\$150.00
Architect	\$140.00
Project Manager	\$135.00
Architectural Staff 3	\$125.00
Architectural Staff 2	\$110.00
Architectural Staff 1	\$ 85.00
Administrative Support	\$ 65.00

CONTRACT FOR PROFESSIONAL SERVICES ON A CONTINUING BASIS

THIS AGREEMENT is made by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district with an address at 107 E. Main Street, Wauchula, Florida 33873 (the “IDA”) and **CHASTAIN-SKILLMAN, INC.**, a Florida corporation, with an address at 205 E. Orange Street, Suite 110, Lakeland, Florida 33801 (herein called “Consultant”).

1. Premise.

1.1. IDA solicited responses to RFQ 2023-02 for qualified firms to provide professional services on a continuing basis pursuant to Section 287.055, Florida Statutes. IDA would like for Consultant to perform the work and Consultant would like to do so on the terms and conditions set forth herein.

1.2. Consultant will provide professional services to the IDA on an as-needed basis, based upon notices to proceed to be issued by the IDA (each a “Project”). Consultant understands and agrees that this Agreement does not guarantee award to provide services for a specific Project nor exclusivity to perform services.

1.3. The “Contract Documents” that constitute the entire agreement between the IDA and Consultant shall consist of: this Agreement and all exhibits hereto, RFQ 2023-02, IDA issued Notices to Proceed, proposals, drawings or other documents submitted by Consultant and accepted in writing by IDA, written amendments to this Agreement that are validly executed by IDA and Consultant, and IDA approved change orders.

1.4. Consultant represents that it is thoroughly familiar with and understands the requirements of performing professional services and that it is experienced in the administration of projects of the type and scope contemplated. Consultant represents to IDA that Consultant has all necessary education, skill, knowledge, licensure/certification, and experience required to perform services and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the services contemplated hereby within the time periods required hereby. In addition, Consultant represents that it has, and all of the subcontractors performing services under this Agreement will have, all applicable licenses or certifications required by the State of Florida to perform the professional services.

2. Work.

2.1. Consultant, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing, and all other accessories and services necessary to provide professional architect and engineering services for a Project (herein collectively called the “Work”).

2.2. The scope of Work will be identified on a project-by-project basis and will vary depending on needs of a specific Project. All services shall be performed pursuant to applicable

law, rule, or regulation and pursuant to applicable policy of the IDA. IDA reserves the right to add or delete, at any time, any or all tasks or services.

2.3. A Notice to Proceed issued by IDA is required to begin Work for each Project and no work shall begin and no fees/costs shall be incurred as to a particular Project (or phase of a Project, as applicable) unless and until the IDA issues a relevant Notice to Proceed. Consultant agrees and understands that IDA is under no obligation to issue any Notice to Proceed. If IDA does not issue a Notice to Proceed, there will be no recovery of any monetary awards by Consultant, including cost and/or anticipated profit. For avoidance of any doubt, a Notice to Proceed is subject to the terms and conditions of this Contract and becomes a Contract Document upon its issuance.

2.4. A Notice to Proceed may be issued on behalf of the IDA by the Chief Executive Office of The Hardee County Economic Development Council, Inc., d/b/a The Development Group, or her authorized designee (the "IDA Project Manager").

2.5. Unless otherwise provided in writing, Consultant's point of contact and project manager for day-to-day activities is: Doug Jones, PE, 863-646-1402, djones@chastainskillman.com.

3. **Contract Price.**

3.1. Consultant's standard hourly rates and expenses are attached hereto as Exhibit "A". Such rates and expenses shall remain in effect through the duration of the contract period. Mileage and man-hours spent in travel time are incidental to the Work and are not an extra compensable expense.

3.2. The signing of this Agreement and any Notice to Proceed by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement and that Notice to Proceed are accurate, complete, and current as of the date of this Agreement and that Notice to Proceed. The said rates and costs shall be adjusted to exclude any significant sums should the IDA determine that the rates and costs were increased due to the inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants or contractors. The IDA may exercise its rights under this "Certificate" within one year following final payment.

4. **Payment.**

4.1. The IDA Project Manager must approve each payment request. Each payment application shall: (i) detail an explanation of what work was completed and reference the applicable Project; (ii) include a certification by Consultant that the work performed was in complete accordance with the Contract Documents; (iii) include, as applicable, copies of paid receipts, invoices, or other documentation acceptable to the IDA Project Manager to establish that an expense was actually incurred and necessary in the performance of the Work.

5. **Term and Termination.**

5.1. The term of this Agreement shall be for one-year and shall automatically renew on an annual basis unless sooner terminated as provided herein.

5.2. IDA may terminate this Agreement, in whole or in part, for the IDA's convenience upon 30 days written notice to Consultant. IDA may, upon written notice, terminate this Agreement, in whole or in part, at any time due to Consultant's failure to perform any material provision or portion of the Contract Documents. Upon receipt of a termination notice, services shall be immediately discontinued (unless the notice directs otherwise) and all plans and materials as may have been accumulated in performance of this Agreement, whether completed or in process, shall be delivered to the IDA. Upon termination, an equitable adjustment in the contract price shall be made based on Work satisfactorily performed; however, under no circumstance shall any amount be allowed for anticipated profit on unperformed services.

5.3. The rights and remedies of the IDA provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

6. **Commencement and Completion of Work.** Consultant hereby agrees to commence Work within ten (10) days from receipt of a Notice to Proceed unless otherwise specified on the Notice to Proceed or otherwise agreed in writing by the IDA Project Manager. Consultant shall be solely responsible for the means, methods, and techniques utilized in the Work.

7. **Project Time.** The "Project Time" shall be the agreed-upon number of calendar days from the date on which the Notice to Proceed is issued by the IDA to completion of a final design and/or, as applicable, completion of specified-Work for a designated Project. Contractor warrants that a final design for each Project shall be completed within the specified Project Time, provided that there are no unreasonable and unanticipated delays beyond Consultant's control; provided, however, that Consultant shall promptly notify IDA in writing of all anticipated or actual delays. Further, Consultant shall notify IDA in writing of any deadline by which documents or information from IDA is needed and shall do so sufficiently in advance of such deadline so that any delay can be avoided.

8. **Change Orders.** The contract prices and the Project Time may be changed only by a written change order executed by the IDA Project Manager. The IDA, without invalidating this Agreement, may order changes in the Work within the general scope of the Project consisting of additions, deletions, or other revisions, with the contract price and the Project Time being adjusted accordingly.

8.1. The cost or credit to IDA resulting from a change order shall be determined by mutual acceptance of a lump sum properly itemized. If an itemized lump sum cannot be agreed upon, Consultant shall nonetheless promptly proceed with the Work involved. The costs or credits shall then be determined on the basis of Consultant's reasonable expenditures and savings. In such case, Consultant shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Consultant to IDA for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as

confirmed by Consultant's records.

8.2. If Consultant claims that additional cost or time is involved because of any unanticipated event outside of Consultant's control, Consultant shall make such claim solely as provided herein and failure to make a claim timely shall be a waiver of any such claim. If Consultant wishes to make a claim for an increase in the contract price or an extension in the Project Time, Consultant shall give IDA written notice thereof within seven (7) calendar days after occurrence of the event giving rise to such claim. This written notice shall be given by Consultant before proceeding to execute Work resulting from the event, except in an emergency endangering life or property in which case Consultant shall proceed as necessary under the circumstances.

9. **Performance.** Consultant services shall be performed by skilled and competent personnel to generally accepted professional standards under similar conditions. Consultant shall be responsible for the technical accuracy of the services it performs and documents it prepares, and neither IDA nor its agents shall be responsible for discovering deficiencies in such services or documents. Acceptance of the Work and final payment shall not relieve Consultant of the obligation to remedy Work that does not comply with the Contract Documents. The obligations set forth in this paragraph shall survive final payment to Consultant and the termination of this Agreement.

10. **Prepared Materials.** The Consultant shall deliver to the IDA, if requested, reproducible and computer files of all final documents and materials prepared by and for the IDA under this Agreement and any Notice to Proceed, including, but not limited to Project specifications and record drawings. All documents provided by Consultant to IDA shall be delivered both in hard-copy and in digital, hyperlink formats. All drawings, maps, sketches, and other data developed or purchased under this Agreement or at the IDA's expense shall be and remain its property and may be reproduced and reused at the direction of the IDA. Consultant shall grant the IDA unlimited license to use all work product to complete any on-going projects, provided that use by the IDA of the work product is at the IDA's sole risk and without liability or legal exposure to Consultant or anyone working by or through Consultant and further provided that Consultant is paid all undisputed monies due under the applicable project from which the work product was rendered.

11. **Construction Costs and Estimates.**

11.1. The ability to complete Projects at or under budget is of great importance to the IDA. Evaluations of individual Project budget(s), preliminary estimates of Construction Cost (as defined hereinunder), and detailed estimates of Construction Cost prepared by the Consultant, shall represent the Consultant's reasonable judgment as a design professional familiar with the construction industry. Consultant shall review the Project budget prior to undertaking substantive work on the Project. As to construction projects, the "Construction Cost" shall be the total cost or estimated cost to the IDA of all elements of the Project(s), including design costs designed or specified by the Consultant, including costs of additives or deductive work items regardless of whether they are awarded for construction. Construction Cost shall include the cost at current market rates of labor and materials furnished by the IDA and equipment designed, specified, selected or specially provided for by the Consultant, including a reasonable allowance of the

contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

11.2. If Consultant initially determines that the Construction Cost will likely exceed the budget, Consultant shall promptly notify IDA in writing and suspend further Work on the Project. If Consultant initially believes that the Construction Cost of the proposed Project will likely not exceed the budget, Consultant shall proceed with its Work until it has completed approximately thirty percent (30%) of the Project's overall professional services, at which point Consultant shall deliver to IDA a detailed written estimate of Construction Cost ("First Estimate"). The IDA shall review the First Estimate and provide a written directive to either continue or suspend Work on the Project.

11.3. If IDA has directed Consultant to continue Work on the Project, Consultant shall proceed with its work until it has completed approximately ninety percent (90%) of the Project's overall professional services, at which point Consultant shall deliver to IDA another detailed written estimate of Construction Cost ("Second Estimate"). If the Second Estimate exceeds the First Estimate by more than five percent (5%), the Consultant shall explain, in writing, the reason(s) for the increase. The IDA shall review the Second Estimate and, in IDA's discretion, shall provide a written directive that Consultant: (a) continue the Work on the Project, (b) suspend Work on the Project, or (c) cooperate with IDA to revise Project scope and quality as required to reduce Construction Cost.

12. **Independent Consultant.** The parties expressly recognize that the relationship between the IDA and the Consultant is that of independent contractors, and that neither Consultant, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant or employee of the IDA.

13. **Insurance.** Consultant shall obtain and maintain, at Consultant's expense, the following insurance and shall not commence Work hereunder until such insurance is obtained and provided to the IDA:

COMPREHENSIVE GENERAL LIABILITY: Consultant shall maintain commercial general liability (CGL) insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$4,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: Consultant shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover

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Professional Services
Continuing Contract*

liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.

WORKERS' COMPENSATION: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws.

Consultant shall furnish the IDA with Certificates of Insurance. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Hardee County Industrial Development Authority is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by the IDA before the commencement of any work activities.

14. **Indemnification.** Subject to limitations of Florida law, the Consultant shall indemnify and hold harmless the IDA, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the agreement. Consultant's liability for indemnification shall be limited to \$10,000,000.00. The terms and conditions of this paragraph shall survive the termination or expiration of this Agreement.

15. **Subcontracts.** For any specific Project, Consultant reserves the right to select necessary subcontractors. Consultant shall require that each subcontractor agree to the provisions of this Agreement applicable to the work performed by such subcontractor. IDA retains the right to refuse a subcontractor for reasonable cause. IDA shall not be obligated to pay any subcontractor under any circumstance. Consultant shall be responsible to IDA for the acts and omissions of all its employees and all subcontractors, their agents and employees, and all other persons performing any of the Work by, through, or under Consultant.

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

If to Consultant:

CHASTAIN-SKILLMAN, INC.
Attn: W. Ronald Cauthan, P.E.
205 E. Orange Street, Suite 110
Lakeland, Florida 33801

If to IDA:

Hardee County Industrial Development Authority
c/o The Development Group
attn: Denise Grimsley, CEO
107 East Main Street
P.O. Box 458
Wauchula, FL 33873
863-773-3030

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

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Professional Services
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17. **Permits and Licensure.** Consultant shall be and maintain for the duration of this Agreement qualifications under Chapter 481, Florida Statutes to practice architecture or shall hold and maintain a current certificate as a registered engineer under Chapter 471, Florida Statutes to practice engineering. Consultant shall hold all licenses, registrations, certifications, or permits necessary to complete the services, and shall require the same of its subcontractors, agents, and those performing work. Consultant shall be responsible for acquiring all applicable Federal, State, County, and City licenses and permits and pay local business tax as may be appropriate. Consultant shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work, and such costs shall not be considered in addition to the contract price.

18. **Laws and Regulations.** All services and Work shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the IDA. Consultant shall comply with laws, ordinances, rules, orders and regulations relating to performance of the work and the protection of persons and property.

19. **Public Records.** Consultant shall comply with public records laws, including Chapter 119, Florida Statutes. Consultant shall: (1) Keep and maintain public records required by the IDA to perform the services herein. (2) Upon request, provide the IDA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to IDA. (4) Upon completion of the contract, transfer, at no cost, to IDA all public records in possession of the Consultant or keep and maintain public records required by IDA to perform the service. If the Consultant transfers all public records to IDA upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to IDA, upon request, in a format that is compatible with the information technology systems of IDA.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-773-3030 or kristi.schierling@thedevelopmentgroup.net or 107 EAST MAIN STREET, PO BOX 458, WAUCHULA, FLORIDA 33873.

20. **OFAC List.** Consultant hereby represents, warrants and covenants to IDA that neither Consultant nor any person or entity that directly or indirectly (i) controls Consultant or (ii) has an ownership interest in Consultant of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

21. **Public Entity Crime.** Consultant certifies that neither it nor an affiliate have been placed on the convicted vendor list following conviction for a public entity crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. (*Section 287.133(3)(a), Florida Statutes.*)

22. **Discrimination.** Consultant certifies that neither it nor an affiliate have been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. (*Section 287.134, Florida Statutes.*)

23. **Scrutinized Companies.** Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria, and that the respondent is not participating in a boycott of Israel. Respondent shall immediately notify IDA if its certification set forth in this paragraph changes at any point during the proposal process or term of any contract. IDA may terminate any contract if respondent is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. (*Section 287.135, Florida Statutes.*)

24. **Prohibition Against Contingent Fees.** The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. (*Section 287.055(6)(a), Florida Statutes.*)

25. **No Continuation of Services.** A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract

executed pursuant to the design criteria package. (*Section 287.055(9), Florida Statutes.*)

26. **E-Verify.** Pursuant to Section 448.095, Florida Statutes, Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Consultant enters into an agreement with a subcontractor, Consultant shall require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the Consultant shall maintain a copy of such affidavit for the duration of the agreement.

27. **Governing Law and Venue.** This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida without regard to conflict of law principles. In the event of litigation between the parties related to or arising out of this Agreement, venue shall be in Hardee County, Florida and no other place, and Florida law shall apply. IDA does not waive sovereign immunity, and its liability, if any, is limited by law, including Section 768.28, Florida Statutes.

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

29. **Assignment.** Consultant shall not assign, in whole or in part, this Agreement or any monies due or to become due hereunder, without the written consent of IDA.

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

31. **Binding Effect.** This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

32. **Time.** Time is of the essence of this Agreement.

33. **Multiple Originals; Amendment.** This Agreement is executed in multiple copies, each of which shall be deemed an original. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

AGREED TO as of the date last executed as set forth below.

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
Lee Mikell, Chair

Date: _____

Attest:

By: _____

Witnesses as to Consultant:

CHASTAIN-SKILLMAN, INC., a Florida corporation

Witness #1: *Douglas Jones*

By: *W. Ronald Cauthan*

Print Name: DOUGLAS JONES

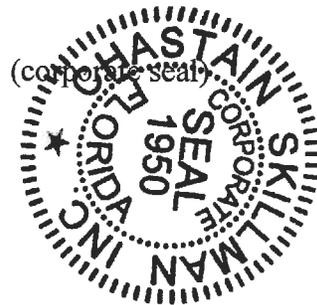
Name: W. Ronald Cauthan, P.E.

Witness #2: *Lauren Presson*

Title: Vice President of Civil Engineering

Print Name: Lauren Presson

Date: Oct 10, 2023



HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

NOTICE TO PROCEED / CHANGE ORDER

DATE: _____

TO: _____

CONTRACT: Professional Services on Continuing Basis (IDA RFQ #2023-02)

This document constitutes your Notice to Proceed with professional services as to the following described Project: _____

This document constitutes a CHANGE ORDER regarding: _____

Additional Instructions: _____

Please review the Contract Documents for further details. If you have any questions, please contact: _____ at 863-773-3030.

Sincerely,

Denise Grimsley
CEO, The Development Group

Received, Acknowledged, and Accepted:

By: _____

Name: _____

Date: _____

*Page 11 of 12
Professional Services
Continuing Contract*

Exhibit "A"

Consultant's Hourly Rates and Expense Schedule

<u>Job Classification</u>	<u>Hourly Rate</u>
Principal	\$ 295
Senior Consultant	\$ 260
Department Director	\$ 230
Sr. Project Manager	\$ 225
Sr. Project Engineer/Professional	\$ 200
Project Engineer/Professional	\$ 180
Engineer/Professional IV	\$ 150
Engineer/Professional III	\$ 140
Engineer/Professional II	\$ 130
Engineer/Professional I	\$ 120
GIS Analyst	\$ 150
Project Coordinator	\$ 120
Intern	\$ 90
Construction Representative	\$ 125
CAD Manager	\$ 185
Sr. CAD Designer	\$ 140
CAD Designer	\$ 120
Sr. Project Manager (Survey)	\$ 190
Project Manager (Survey)	\$ 170
Assistant Project Manager (Survey)	\$ 130
Survey Technician	\$ 120
3 Man Survey Crew	\$ 250
2 Man Survey Crew	\$ 200
1 Man Survey Crew	\$ 140

*** Reimbursable expenses are billed at cost.*

*** Per diem rates are equal to the current US GSA rates.*

CONTRACT FOR PROFESSIONAL SERVICES ON A CONTINUING BASIS

THIS AGREEMENT is made by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district with an address at 107 E. Main Street, Wauchula, Florida 33873 (the “IDA”) and **GEORGE F. YOUNG, INC.**, a Florida corporation, with an address at 299 Dr Martin Luther King Jr Street North, St. Petersburg, FL 33701 (herein called “Consultant”).

1. Premise.

1.1. IDA solicited responses to RFQ 2023-02 for qualified firms to provide professional services on a continuing basis pursuant to Section 287.055, Florida Statutes. IDA would like for Consultant to perform the work and Consultant would like to do so on the terms and conditions set forth herein.

1.2. Consultant will provide professional services to the IDA on an as-needed basis, based upon notices to proceed to be issued by the IDA (each a “Project”). Consultant understands and agrees that this Agreement does not guarantee award to provide services for a specific Project nor exclusivity to perform services.

1.3. The “Contract Documents” that constitute the entire agreement between the IDA and Consultant shall consist of: this Agreement and all exhibits hereto, RFQ 2023-02, IDA issued Notices to Proceed, proposals, drawings or other documents submitted by Consultant and accepted in writing by IDA, written amendments to this Agreement that are validly executed by IDA and Consultant, and IDA approved change orders.

1.4. Consultant represents that it is thoroughly familiar with and understands the requirements of performing professional services and that it is experienced in the administration of projects of the type and scope contemplated. Consultant represents to IDA that Consultant has all necessary education, skill, knowledge, licensure/certification, and experience required to perform services and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the services contemplated hereby within the time periods required hereby. In addition, Consultant represents that it has, and all of the subcontractors performing services under this Agreement will have, all applicable licenses or certifications required by the State of Florida to perform the professional services.

2. Work.

2.1. Consultant, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing, and all other accessories and services necessary to provide professional architect and engineering services for a Project (herein collectively called the “Work”).

2.2. The scope of Work will be identified on a project-by-project basis and will vary depending on needs of a specific Project. All services shall be performed pursuant to applicable

law, rule, or regulation and pursuant to applicable policy of the IDA. IDA reserves the right to add or delete, at any time, any or all tasks or services.

2.3. A Notice to Proceed issued by IDA is required to begin Work for each Project and no work shall begin and no fees/costs shall be incurred as to a particular Project (or phase of a Project, as applicable) unless and until the IDA issues a relevant Notice to Proceed. Consultant agrees and understands that IDA is under no obligation to issue any Notice to Proceed. If IDA does not issue a Notice to Proceed, there will be no recovery of any monetary awards by Consultant, including cost and/or anticipated profit. For avoidance of any doubt, a Notice to Proceed is subject to the terms and conditions of this Contract and becomes a Contract Document upon its issuance.

2.4. A Notice to Proceed may be issued on behalf of the IDA by the Chief Executive Office of The Hardee County Economic Development Council, Inc., d/b/a The Development Group, or her authorized designee (the "IDA Project Manager").

2.5. Unless otherwise provided in writing, Consultant's point of contact and project manager for day-to-day activities is: Emmanuel "Manny" Perez, o: 941-769-6714, c: 305-244-4129, mperez@georgefyong.com.

3. Contract Price.

3.1. Consultant's standard hourly rates and expenses are attached hereto as Exhibit "A". Such rates and expenses shall remain in effect through the duration of the contract period. Mileage and man-hours spent in travel time are incidental to the Work and are not an extra compensable expense.

3.2. The signing of this Agreement and any Notice to Proceed by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement and that Notice to Proceed are accurate, complete, and current as of the date of this Agreement and that Notice to Proceed. The said rates and costs shall be adjusted to exclude any significant sums should the IDA determine that the rates and costs were increased due to the inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants or contractors. The IDA may exercise its rights under this "Certificate" within one year following final payment.

4. Payment.

4.1. The IDA Project Manager must approve each payment request. Each payment application shall: (i) detail an explanation of what work was completed and reference the applicable Project; (ii) include a certification by Consultant that the work performed was in complete accordance with the Contract Documents; (iii) include, as applicable, copies of paid receipts, invoices, or other documentation acceptable to the IDA Project Manager to establish that an expense was actually incurred and necessary in the performance of the Work.

5. **Term and Termination.**

5.1. The term of this Agreement shall be for one-year and shall automatically renew on an annual basis unless sooner terminated as provided herein.

5.2. IDA may terminate this Agreement, in whole or in part, for the IDA's convenience upon 30 days written notice to Consultant. IDA may, upon written notice, terminate this Agreement, in whole or in part, at any time due to Consultant's failure to perform any material provision or portion of the Contract Documents. Upon receipt of a termination notice, services shall be immediately discontinued (unless the notice directs otherwise) and all plans and materials as may have been accumulated in performance of this Agreement, whether completed or in process, shall be delivered to the IDA. Upon termination, an equitable adjustment in the contract price shall be made based on Work satisfactorily performed; however, under no circumstance shall any amount be allowed for anticipated profit on unperformed services.

5.3. The rights and remedies of the IDA provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

6. **Commencement and Completion of Work.** Consultant hereby agrees to commence Work within ten (10) days from receipt of a Notice to Proceed unless otherwise specified on the Notice to Proceed or otherwise agreed in writing by the IDA Project Manager. Consultant shall be solely responsible for the means, methods, and techniques utilized in the Work.

7. **Project Time.** The "Project Time" shall be the agreed-upon number of calendar days from the date on which the Notice to Proceed is issued by the IDA to completion of a final design and/or, as applicable, completion of specified-Work for a designated Project. Contractor warrants that a final design for each Project shall be completed within the specified Project Time, provided that there are no unreasonable and unanticipated delays beyond Consultant's control; provided, however, that Consultant shall promptly notify IDA in writing of all anticipated or actual delays. Further, Consultant shall notify IDA in writing of any deadline by which documents or information from IDA is needed and shall do so sufficiently in advance of such deadline so that any delay can be avoided.

8. **Change Orders.** The contract prices and the Project Time may be changed only by a written change order executed by the IDA Project Manager. The IDA, without invalidating this Agreement, may order changes in the Work within the general scope of the Project consisting of additions, deletions, or other revisions, with the contract price and the Project Time being adjusted accordingly.

8.1. The cost or credit to IDA resulting from a change order shall be determined by mutual acceptance of a lump sum properly itemized. If an itemized lump sum cannot be agreed upon, Consultant shall nonetheless promptly proceed with the Work involved. The costs or credits shall then be determined on the basis of Consultant's reasonable expenditures and savings. In such case, Consultant shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Consultant to IDA for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as

confirmed by Consultant's records.

8.2. If Consultant claims that additional cost or time is involved because of any unanticipated event outside of Consultant's control, Consultant shall make such claim solely as provided herein and failure to make a claim timely shall be a waiver of any such claim. If Consultant wishes to make a claim for an increase in the contract price or an extension in the Project Time, Consultant shall give IDA written notice thereof within seven (7) calendar days after occurrence of the event giving rise to such claim. This written notice shall be given by Consultant before proceeding to execute Work resulting from the event, except in an emergency endangering life or property in which case Consultant shall proceed as necessary under the circumstances.

9. **Performance.** Consultant covenants that all services shall be performed by skilled and competent personnel to generally accepted professional standards under similar conditions. Consultant shall be responsible for the technical accuracy of the services it performs and documents it prepares, and neither IDA nor its agents shall be responsible for discovering deficiencies in such services or documents. Acceptance of the Work and final payment shall not relieve Consultant of the obligation to remedy Work that does not comply with the Contract Documents. The obligations set forth in this paragraph shall survive final payment to Consultant and the termination of this Agreement.

10. **Prepared Materials.** The Consultant shall deliver to the IDA, if requested, reproducible and computer files of all final documents and materials prepared by and for the IDA under this Agreement and any Notice to Proceed, including, but not limited to Project specifications and record drawings. All documents provided by Consultant to IDA shall be delivered both in hard-copy and in digital, hyperlink formats. All drawings, maps, sketches, and other data developed or purchased under this Agreement or at the IDA's expense shall be and remain its property and may be reproduced and reused at the direction of the IDA. Consultant shall grant the IDA unlimited license to use all work product to complete any on-going projects, provided that use by the IDA of the work product is at the IDA's sole risk and without liability or legal exposure to Consultant or anyone working by or through Consultant and further provided that Consultant is paid all undisputed monies due under the applicable project from which the work product was rendered.

11. **Construction Costs and Estimates.**

11.1. The ability to complete Projects at or under budget is of great importance to the IDA. Evaluations of individual Project budget(s), preliminary estimates of Construction Cost (as defined hereinunder), and detailed estimates of Construction Cost prepared by the Consultant, shall represent the Consultant's best judgment as a design professional familiar with the construction industry. Consultant shall review the Project budget prior to undertaking substantive work on the Project. As to construction projects, the "Construction Cost" shall be the total cost or estimated cost to the IDA of all elements of the Project(s), including design costs designed or specified by the Consultant, including costs of additives or deductive work items regardless of whether they are awarded for construction. Construction Cost shall include the cost at current market rates of labor and materials furnished by the IDA and equipment designed, specified, selected or specially provided for by the Consultant, including a reasonable allowance of the contractor's overhead and

profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

11.2. If Consultant initially determines that the Construction Cost will likely exceed the budget, Consultant shall promptly notify IDA in writing and suspend further Work on the Project. If Consultant initially believes that the Construction Cost of the proposed Project will likely not exceed the budget, Consultant shall proceed with its Work until it has completed approximately thirty percent (30%) of the Project's overall professional services, at which point Consultant shall deliver to IDA a detailed written estimate of Construction Cost ("First Estimate"). The IDA shall review the First Estimate and provide a written directive to either continue or suspend Work on the Project.

11.3. If IDA has directed Consultant to continue Work on the Project, Consultant shall proceed with its work until it has completed approximately ninety percent (90%) of the Project's overall professional services, at which point Consultant shall deliver to IDA another detailed written estimate of Construction Cost ("Second Estimate"). If the Second Estimate exceeds the First Estimate by more than five percent (5%), the Consultant shall explain, in writing, the reason(s) for the increase. The IDA shall review the Second Estimate and, in IDA's discretion, shall provide a written directive that Consultant: (a) continue the Work on the Project, (b) suspend Work on the Project, or (c) cooperate with IDA to revise Project scope and quality as required to reduce Construction Cost. If the IDA chooses to proceed with option (c), the Consultant shall, at its own expense, modify the specifications or plans as necessary and subsequently approved by the IDA.

12. **Independent Consultant.** The parties expressly recognize that the relationship between the IDA and the Consultant is that of independent contractors, and that neither Consultant, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant or employee of the IDA.

13. **Insurance.** Consultant shall obtain and maintain, at Consultant's expense, the following insurance and shall not commence Work hereunder until such insurance is obtained and provided to the IDA:

COMPREHENSIVE GENERAL LIABILITY: Consultant shall maintain commercial general liability (CGL) insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$4,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: Consultant shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover

liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.

WORKERS' COMPENSATION: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws.

Consultant shall furnish the IDA with Certificates of Insurance. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Hardee County Industrial Development Authority is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by the IDA before the commencement of any work activities.

14. **Indemnification.** Subject to limitations of Florida law, the Consultant shall indemnify and hold harmless the IDA, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the agreement. Consultant's liability for indemnification shall be limited to \$10,000,000.00. The terms and conditions of this paragraph shall survive the termination or expiration of this Agreement.

15. **Subcontracts.** For any specific Project, Consultant reserves the right to select necessary subcontractors. Consultant shall require that each subcontractor agree to the provisions of this Agreement applicable to the work performed by such subcontractor. IDA retains the right to refuse a subcontractor for reasonable cause. IDA shall not be obligated to pay any subcontractor under any circumstance. Consultant shall be responsible to IDA for the acts and omissions of all its employees and all subcontractors, their agents and employees, and all other persons performing any of the Work by, through, or under Consultant.

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

If to Consultant:

George F. Young, Inc.
Attn: Emmanuel Perez
525 East Olympia Avenue
Suites 5 and 6
Punta Gorda, Florida 33950
941-769-6714
mperez@georgefyoung.com

If to IDA:

Hardee County Industrial Development Authority
c/o The Development Group
attn: Denise Grimsley, CEO
107 East Main Street
P.O. Box 458
Wauchula, FL 33873
863-773-3030

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

their address.

17. **Permits and Licensure.** Consultant shall be and maintain for the duration of this Agreement qualifications under Chapter 481, Florida Statutes to practice architecture or shall hold and maintain a current certificate as a registered engineer under Chapter 471, Florida Statutes to practice engineering. Consultant shall hold all licenses, registrations, certifications, or permits necessary to complete the services, and shall require the same of its subcontractors, agents, and those performing work. Consultant shall be responsible for acquiring all applicable Federal, State, County, and City licenses and permits and pay local business tax as may be appropriate. Consultant shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work, and such costs shall not be considered in addition to the contract price.

18. **Laws and Regulations.** All services and Work shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the IDA. Consultant shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work and the protection of persons and property.

19. **Public Records.** Consultant shall comply with public records laws, including Chapter 119, Florida Statutes. Consultant shall: (1) Keep and maintain public records required by the IDA to perform the services herein. (2) Upon request, provide the IDA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to IDA. (4) Upon completion of the contract, transfer, at no cost, to IDA all public records in possession of the Consultant or keep and maintain public records required by IDA to perform the service. If the Consultant transfers all public records to IDA upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to IDA, upon request, in a format that is compatible with the information technology systems of IDA.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-773-3030 or kristi.schierling@thedevelopmentgroup.net or 107 EAST MAIN STREET, PO BOX 458, WAUCHULA, FLORIDA 33873.

20. **OFAC List.** Consultant hereby represents, warrants and covenants to IDA that neither Consultant nor any person or entity that directly or indirectly (i) controls Consultant or (ii) has an ownership interest in Consultant of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets

Control of the U.S. Department of the Treasury.

21. **Public Entity Crime.** Consultant certifies that neither it nor an affiliate have been placed on the convicted vendor list following conviction for a public entity crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. (*Section 287.133(3)(a), Florida Statutes.*)

22. **Discrimination.** Consultant certifies that neither it nor an affiliate have been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. (*Section 287.134, Florida Statutes.*)

23. **Scrutinized Companies.** Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria, and that the respondent is not participating in a boycott of Israel. Respondent shall immediately notify IDA if its certification set forth in this paragraph changes at any point during the proposal process or term of any contract. IDA may terminate any contract if respondent is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. (*Section 287.135, Florida Statutes.*)

24. **Prohibition Against Contingent Fees.** The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. (*Section 287.055(6)(a), Florida Statutes.*)

25. **No Continuation of Services.** A design criteria professional who has been selected

to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package. (*Section 287.055(9), Florida Statutes.*)

26. **E-Verify.** Pursuant to Section 448.095, Florida Statutes, Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Consultant enters into an agreement with a subcontractor, Consultant shall require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the Consultant shall maintain a copy of such affidavit for the duration of the agreement.

27. **Governing Law and Venue.** This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida without regard to conflict of law principles. In the event of litigation between the parties related to or arising out of this Agreement, venue shall be in Hardee County, Florida and no other place, and Florida law shall apply. IDA does not waive sovereign immunity, and its liability, if any, is limited by law, including Section 768.28, Florida Statutes.

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

29. **Assignment.** Consultant shall not assign, in whole or in part, this Agreement or any monies due or to become due hereunder, without the written consent of IDA.

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

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32. **Time.** Time is of the essence of this Agreement.

33. **Multiple Originals; Amendment.** This Agreement is executed in multiple copies, each of which shall be deemed an original. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

AGREED TO as of the date last executed as set forth below.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

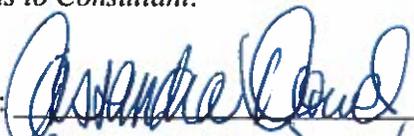
By: _____
Lee Mikell, Chair

Date: _____

Attest:

By: _____

Witnesses as to Consultant:

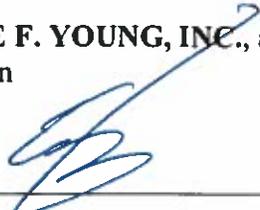
Witness #1: 

Print Name: CASSANDRA DOWD

Witness #2: 

Print Name: Joshua B. Vanadore

GEORGE F. YOUNG, INC., a Florida corporation

By: 

Name: Emmanuel Perez, PE, MSEM

Title: Vice President

Date: 10/10/23

(corporate seal)

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

NOTICE TO PROCEED / CHANGE ORDER

DATE: _____

TO: _____

CONTRACT: Professional Services on Continuing Basis (IDA RFQ #2023-02)

This document constitutes your Notice to Proceed with professional services as to the following described Project: _____

This document constitutes a CHANGE ORDER regarding: _____

Additional Instructions: _____

Please review the Contract Documents for further details. If you have any questions, please contact: _____ at 863-773-3030.

Sincerely,

Denise Grimsley
CEO, The Development Group

Received, Acknowledged, and Accepted:

By: _____

Name: _____

Date: _____

George F. Young, Inc. | Standard Rate Schedule |

(Rates listed below are PER HOUR, unless otherwise noted)

Surveying & Mapping		Rate	Civil Engineering		Rate	Structural Engineering		Rate
Principal Surveyor		\$225.00	Principal Engineer		\$235.00	Principal Structural		\$235.00
Surveyor III		\$200.00	Engineer III		\$210.00	Structural III		\$195.00
Surveyor II		\$170.00	Engineer II		\$160.00	Structural II		\$160.00
Surveyor I		\$140.00	Engineer I		\$125.00	Structural I		\$125.00
Landscape Architecture		Rate	GIS		Rate	Project Staff		Rate
Principal LA		\$200.00	Geospatial Project Mgr		\$175.00	Principal		\$250.00
LA III		\$175.00	Geospatial Analyst III		\$150.00	Project Coordinator III		\$130.00
LA II		\$150.00	Geospatial Analyst II		\$125.00	Project Coordinator II		\$100.00
LA I		\$125.00	Geospatial Analyst I		\$105.00	Project Coordinator I		\$85.00
Traffic Engineering		Rate	Technical Staff Designers		Rate	Survey Crews **		Rate
Principal Traffic Eng.		\$250.00	Designer III		\$150.00	4 Person Crew		\$315.00
Traffic Engineer III		\$220.00	Designer II		\$130.00	3 Person Crew		\$250.00
Traffic Engineer II		\$175.00	Designer I		\$110.00	2 Person Crew		\$185.00
Traffic Engineer I		\$130.00				1 Person Crew		\$110.00
Technicians		Rate	CEI Inspectors		Rate	Ecology		Rate
Technician III		\$110.00	Inspector III		\$160.00	Principal Ecologist		\$200.00
Technician II		\$95.00	Inspector II		\$140.00	Senior Ecologist		\$155.00
Technician I		\$80.00	Inspector I		\$120.00	Ecologist		\$120.00

**Rates include transportation within a fifty (50) mile radius of office and basic equipment.

**Rates do NOT include specialty equipment including boats. See equipment rates below.

Subsurface Utility Designation and Location	Rate		Rate
Location Vac. Truck and Crew	\$2,835.00	Per Day	Principal Utility Manager \$225.00
Designation Truck and Crew including GPR	\$2,734.00	Per Day	Sr. Utility Project Manager \$160.00
Ground Penetrating Radar (GPR) with Operator	\$1,796.00	Per Day	Utility Project Manager \$130.00
Mobilization/Demobilization	\$400.00	Per Day	Chief Utility Coordinator \$175.00
Maintenance of Traffic (MOT)***	\$500.00	Per Day	Sr. Utility Coordinator \$160.00
			Utility Coordinator \$135.00

***Actual MOT Fee to be negotiated for each project based upon field conditions

Specialty Survey Equipment	Rate		Rate
24 Foot Survey Boat	\$500.00	Per Day	ATV (4-wheel drive) \$150.00 Per Day
14 Foot or 17 Foot Survey Boat	\$125.00	Per Day	Odom Echotrac CV100 \$50.00 Per Day
Air Boat	\$250.00	Per Day	Trimble DGPS with Hypack \$125.00 Per Day
			Static Laser Scanner \$320.00 Per Day

Specialty Services	Rate		Rate
Drone Remote Pilot	\$190.00	Per Hour	Drone Visual Observer \$75.00 Per Hour

Legal Assistance	Rate
Engineering Preparation and/or Testimony	\$350.00
Survey Preparation and/or Testimony	\$315.00

Per Diem (in Florida) | Standard per diem rates published by gsa.gov plus lodging at cost

Reimbursable Expenses | Sub consultant fees at cost plus 10%. Reimbursable expenses for prints, plots, reproductions at a rate of 3% of the total fee. Client is responsible for direct payment of all application, permit, impact, recording, and bidding fees unless prior arrangements are made.

**** Standard rates are subject to annual increases. ****

Effective Date: January 2023

CONTRACT FOR PROFESSIONAL SERVICES ON A CONTINUING BASIS

THIS AGREEMENT is made by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district with an address at 107 E. Main Street, Wauchula, Florida 33873 (the “IDA”) and **THE LUNZ GROUP, LLC**, a Florida limited liability company, with an address at 58 Lake Morton Drive, Lakeland, FL 33801 (herein called “Consultant”).

1. Premise.

1.1. IDA solicited responses to RFQ 2023-02 for qualified firms to provide professional services on a continuing basis pursuant to Section 287.055, Florida Statutes. IDA would like for Consultant to perform the work and Consultant would like to do so on the terms and conditions set forth herein.

1.2. Consultant will provide professional services to the IDA on an as-needed basis, based upon notices to proceed to be issued by the IDA (each a “Project”). Consultant understands and agrees that this Agreement does not guarantee award to provide services for a specific Project nor exclusivity to perform services.

1.3. The “Contract Documents” that constitute the entire agreement between the IDA and Consultant shall consist of: this Agreement and all exhibits hereto, RFQ 2023-02, IDA issued Notices to Proceed, proposals, drawings or other documents submitted by Consultant and accepted in writing by IDA, written amendments to this Agreement that are validly executed by IDA and Consultant, and IDA approved change orders.

1.4. Consultant represents that it is thoroughly familiar with and understands the requirements of performing professional services and that it is experienced in the administration of projects of the type and scope contemplated. Consultant represents to IDA that Consultant has all necessary education, skill, knowledge, licensure/certification, and experience required to perform services and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the services contemplated hereby within the time periods required hereby. In addition, Consultant represents that it has, and all of the subcontractors performing services under this Agreement will have, all applicable licenses or certifications required by the State of Florida to perform the professional services.

2. Work.

2.1. Consultant, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, , insurance, testing, and all other accessories and services necessary to provide professional architect and engineering services for a Project (herein collectively called the “Work”).

2.2. The scope of Work will be identified on a project-by-project basis and will vary depending on needs of a specific Project. All services shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the IDA. IDA reserves the right to add

or delete, at any time, any or all tasks or services.

2.3. A Notice to Proceed issued by IDA is required to begin Work for each Project and no work shall begin and no fees/costs shall be incurred as to a particular Project (or phase of a Project, as applicable) unless and until the IDA issues a relevant Notice to Proceed. Consultant agrees and understands that IDA is under no obligation to issue any Notice to Proceed. If IDA does not issue a Notice to Proceed, there will be no recovery of any monetary awards by Consultant, including cost and/or anticipated profit. For avoidance of any doubt, a Notice to Proceed is subject to the terms and conditions of this Contract and becomes a Contract Document upon its issuance.

2.4. A Notice to Proceed may be issued on behalf of the IDA by the Chief Executive Office of The Hardee County Economic Development Council, Inc., d/b/a The Development Group, or her authorized designee (the "IDA Project Manager").

2.5. Unless otherwise provided in writing, Consultant's point of contact and project manager for day-to-day activities is: J. Michael Murphey, 863-682-1882, mmurphey@lunz.com.

3. **Contract Price.**

3.1. Consultant's standard hourly rates and expenses are attached hereto as Exhibit "A". Such rates and expenses shall remain in effect through the duration of the contract period. Mileage and man-hours spent in travel time are incidental to the Work and are not an extra compensable expense.

3.2. The signing of this Agreement and any Notice to Proceed by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement and that Notice to Proceed are accurate, complete, and current as of the date of this Agreement and that Notice to Proceed. The said rates and costs shall be adjusted to exclude any significant sums should the IDA determine that the rates and costs were increased due to the inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants or contractors. The IDA may exercise its rights under this "Certificate" within one year following final payment.

4. **Payment.**

4.1. The IDA Project Manager must approve each payment request. Each payment application shall: (i) detail an explanation of what work was completed and reference the applicable Project; (ii) include a certification by Consultant that the work performed was in complete accordance with the Contract Documents; (iii) include, as applicable, copies of paid receipts, invoices, or other documentation acceptable to the IDA Project Manager to establish that an expense was actually incurred and necessary in the performance of the Work.

5. **Term and Termination.**

5.1. The term of this Agreement shall be for one-year and shall automatically renew on an annual basis unless sooner terminated as provided herein.

5.2. IDA may terminate this Agreement, in whole or in part, for the IDA's convenience upon 30 days written notice to Consultant. IDA may, upon written notice, terminate this Agreement, in whole or in part, at any time due to Consultant's failure to perform any material provision or portion of the Contract Documents. Upon receipt of a termination notice, services shall be immediately discontinued (unless the notice directs otherwise), and all plans and materials as may have been accumulated in performance of this Agreement, whether completed or in process, shall be delivered to the IDA upon receipt of payment for all services satisfactorily performed prior to termination. Upon termination, an equitable adjustment in the contract price shall be made based on Work satisfactorily performed; however, under no circumstance shall any amount be allowed for anticipated profit on unperformed services.

5.3. The rights and remedies of the IDA provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

6. **Commencement and Completion of Work.** Consultant hereby agrees to commence Work within ten (10) days from receipt of a Notice to Proceed unless otherwise specified on the Notice to Proceed or otherwise agreed in writing by the IDA Project Manager. Consultant shall be solely responsible for the means, methods, and techniques utilized in the Work.

7. **Project Time.** The "Project Time" shall be the agreed-upon number of calendar days from the date on which the Notice to Proceed is issued by the IDA to completion of a final design and/or, as applicable, completion of specified-Work for a designated Project. Consultant represents that a final design for each Project shall be completed within the specified Project Time, provided that there are no unreasonable and unanticipated delays beyond Consultant's control; provided, however, that Consultant shall promptly notify IDA in writing of all anticipated or actual delays. Further, Consultant shall notify IDA in writing of any deadline by which documents or information from IDA is needed and shall do so sufficiently in advance of such deadline so that any delay can be avoided.

8. **Change Orders.** The contract prices and the Project Time may be changed only by a written change order executed by the IDA Project Manager. The IDA, without invalidating this Agreement, may order changes in the Work within the general scope of the Project consisting of additions, deletions, or other revisions, with the contract price and the Project Time being adjusted accordingly.

8.1. The cost or credit to IDA resulting from a change order shall be determined by mutual acceptance of a lump sum properly itemized. The costs or credits shall then be determined on the basis of Consultant's reasonable expenditures and savings. In such case, Consultant shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Consultant to IDA for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by Consultant's records.

8.2. If Consultant claims that additional cost or time is involved because of any unanticipated event outside of Consultant's control, Consultant shall make such claim solely as provided herein and failure to make a claim timely shall be a waiver of any such claim. If Consultant wishes to make a claim for an increase in the contract price or an extension in the Project Time, Consultant shall give IDA written notice thereof within seven (7) calendar days of Consultant becoming aware of an occurrence of the event giving rise to such claim. This written notice shall be given by Consultant before proceeding to execute Work resulting from the event, except in an emergency endangering life or property in which case Consultant shall proceed as necessary under the circumstances.

9. **Performance.** Consultant represents that all services shall be performed by skilled and competent personnel to generally accepted professional standards under similar conditions. Consultant shall be responsible for the technical accuracy of the services it performs and documents it prepares, and neither IDA nor its agents shall be responsible for discovering deficiencies in such services or documents. Acceptance of the Work and final payment shall not relieve Consultant of the obligation to remedy Work that does not comply with the Contract Documents. The obligations set forth in this paragraph shall survive final payment to Consultant and the termination of this Agreement.

10. **Prepared Materials.** Upon full payment to Consultant for work satisfactorily performed, the Consultant shall deliver to the IDA, if requested, reproducibles and computer files of all final documents and materials prepared by and for the IDA under this Agreement and any Notice to Proceed, including, but not limited to Project specifications and record drawings. All documents provided by Consultant to IDA shall be delivered both in hard-copy and in digital, hyperlink formats. All drawings, maps, sketches, and other data developed or purchased under this Agreement or at the IDA's expense shall become and remain its property and may be reproduced at the direction of the IDA. Consultant shall grant the IDA unlimited license to use all work product to complete any on-going projects, provided that use by the IDA of the work product is at the IDA's sole risk and without liability or legal exposure to Consultant or anyone working by or through Consultant and further provided that Consultant is paid all undisputed monies due under the applicable project from which the work product was rendered. IDA agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants, against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the reuse or modification of the construction documents by the Client without the involvement of the Consultant or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization or the ongoing involvement of the Consultant.

11. **Construction Costs and Estimates.**

11.1 The ability to complete Projects at or under budget is of great importance to the IDA. Evaluations of individual Project budget(s), preliminary estimates of Construction Cost (as defined hereinunder), and detailed estimates of Construction Cost prepared by the Consultant, shall represent the Consultant's best judgment as a design professional familiar with the construction

industry. Consultant shall review the Project budget prior to undertaking substantive work on the Project. As to construction projects, the "Construction Cost" shall be the total cost or estimated cost to the IDA of all elements of the Project(s), including design costs designed or specified by the Consultant, including costs of additives or deductive work items regardless of whether they are awarded for construction. Construction Cost shall include the cost at current market rates of labor and materials furnished by the IDA and equipment designed, specified, selected or specially provided for by the Consultant, including a reasonable allowance of the contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. It is recognized, however, that neither the Consultant nor the IDA has control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions.

11.2 If Consultant initially determines that the Construction Cost will likely exceed the budget, Consultant shall promptly notify IDA in writing and suspend further Work on the Project. If Consultant initially believes that the Construction Cost of the proposed Project will likely not exceed the budget, Consultant shall proceed with its Work until it has completed approximately thirty percent (30%) of the Project's overall professional services, at which point Consultant shall deliver to IDA a detailed written estimate of Construction Cost ("First Estimate"). The IDA shall review the First Estimate and provide a written directive to either continue or suspend Work on the Project.

11.3 If IDA has directed Consultant to continue Work on the Project, Consultant shall proceed with its work until it has completed approximately ninety percent (90%) of the Project's overall professional services, at which point Consultant shall deliver to IDA another detailed written estimate of Construction Cost ("Second Estimate"). If the Second Estimate exceeds the First Estimate by more than five percent (5%), the Consultant shall explain, in writing, the reason(s) for the increase. The IDA shall review the Second Estimate and, in IDA's discretion, shall provide a written directive that Consultant: (a) continue the Work on the Project, (b) suspend Work on the Project, or (c) cooperate with IDA to revise Project scope and quality as required to reduce Construction Cost. If the IDA chooses to proceed with option (c), the Consultant shall, at its own expense, modify the specifications or plans as necessary and subsequently approved by the IDA.

12 **Independent Consultant.** The parties expressly recognize that the relationship between the IDA and the Consultant is that of independent contractors, and that neither Consultant, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant or employee of the IDA.

13 **Insurance.** Consultant shall obtain and maintain, at Consultant's expense, the following insurance and shall not commence Work hereunder until such insurance is obtained and provided to the IDA:

COMPREHENSIVE GENERAL LIABILITY: Consultant shall maintain commercial general liability (CGL) insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate

limit, it shall apply separately to this location/project in the amount of \$4,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury.

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

WORKERS' COMPENSATION: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws.

PROFESSIONAL LIABILITY INSURANCE: Consultant shall maintain Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$5,000,000.00) per claim and Five Million Dollars (\$5,000,000.00) in the aggregate.

Consultant shall furnish the IDA with Certificates of Insurance. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Hardee County Industrial Development Authority is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by the IDA before the commencement of any work activities.

14 **Indemnification.** Subject to limitations of Florida law, the Consultant shall indemnify and hold harmless the IDA, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the agreement. Consultant's liability for indemnification shall be limited to \$5,000,000.00. The terms and conditions of this paragraph shall survive the termination or expiration of this Agreement.

15 **PURSUANT TO FLORIDA STATUTES SECTION §558.0035 (2013), AN INDIVIDUAL EMPLOYEE OR AGENT OF THE LUNZ GROUP (ARCHITECT) MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

16 **Subconsultants.** For any specific Project, Consultant reserves the right to select

necessary subconsultants. Consultant shall require that each subconsultant agree to the provisions of this Agreement applicable to the work performed by such subconsultant. IDA retains the right to refuse a subconsultant for reasonable cause. IDA shall not be obligated to pay any subconsultant under any circumstance. Consultant shall be responsible to IDA for the acts and omissions of all its employees and all subconsultants, their agents and employees, and all other persons performing any of the Work by, through, or under Consultant.

17 **Notices.** Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail or overnight delivery addressed to:

If to Consultant:

The Lunz Group, LLC
Attn: J. Michael Murphey
58 Lake Morton Drive
Lakeland, FL 33801
863-682-1882
mmurphey@lunz.com

If to IDA:

Hardee County Industrial Development Authority
c/o The Development Group
Attn: Denise Grimsley, CEO
107 East Main Street
P.O. Box 458
Wauchula, FL 33873
863-773-3030

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

18 **Permits and Licensure.** Consultant shall be and maintain for the duration of this Agreement qualifications under Chapter 481, Florida Statutes to practice architecture or shall hold and maintain a current certificate as a registered engineer under Chapter 471, Florida Statutes to practice engineering. Consultant shall hold all licenses, registrations, certifications, or permits necessary to complete the services, and shall require the same of its subcontractors, agents, and those performing work. Consultant shall be responsible for acquiring all applicable Federal, State, County, and City licenses and permits and pay local business tax as may be appropriate. Consultant shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work, and such costs shall not be considered in addition to the contract price.

19 **Laws and Regulations.** All services and Work shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the IDA. Consultant shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work and the protection of persons and property.

20 **Public Records.** Consultant shall comply with public records laws, including Chapter 119, Florida Statutes. Consultant shall: (1) Keep and maintain public records required by the IDA to perform the services herein. (2) Upon request, provide the IDA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if the Consultant does not transfer the records to IDA. (4) Upon completion of the contract, transfer, at no cost, to IDA all public records in possession of the Consultant or keep and maintain public records required by IDA to perform the service. If the Consultant transfers all public records to IDA upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to IDA, upon request, in a format that is compatible with the information technology systems of IDA.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-773-3030 or kristi.schierling@thedevelopmentgroup.net or 107 EAST MAIN STREET, PO BOX 458, WAUCHULA, FLORIDA 33873.

21 **OFAC List.** Consultant hereby represents, warrants and covenants to IDA that neither Consultant nor any person or entity that directly or indirectly (i) controls Consultant or (ii) has an ownership interest in Consultant of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

22 **Public Entity Crime.** Consultant certifies that neither it nor an affiliate have been placed on the convicted vendor list following conviction for a public entity crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. (*Section 287.133(3)(a), Florida Statutes.*)

23 **Discrimination.** Consultant certifies that neither it nor an affiliate have been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. (*Section 287.134, Florida Statutes.*)

24 **Scrutinized Companies.** Consultant certifies that it is not on the Scrutinized

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria, and that the respondent is not participating in a boycott of Israel. Respondent shall immediately notify IDA if its certification set forth in this paragraph changes at any point during the proposal process or term of any contract. IDA may terminate any contract if respondent is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. (*Section 287.135, Florida Statutes.*)

25 **Prohibition Against Contingent Fees.** The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. (*Section 287.055(6)(a), Florida Statutes.*)

26 **No Continuation of Services.** A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package. (*Section 287.055(9), Florida Statutes.*)

27 **E-Verify.** Pursuant to Section 448.095, Florida Statutes, Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Consultant enters into an agreement with a subcontractor, Consultant shall require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the Consultant shall maintain a copy of such affidavit for the duration of the agreement.

28 **Governing Law and Venue.** This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida without regard to conflict of law principles. In the event of litigation between the parties related to or arising out of this Agreement, venue shall be in Hardee County, Florida and no other place, and Florida law shall apply. IDA does not waive sovereign immunity, and its liability, if any, is limited by law, including Section 768.28, Florida Statutes.

29 **Prevailing Party.** Subject to the limitations of Section 768.28, Florida Statutes, in any action brought by either party for the interpretation or enforcement of the obligations of the other party, including IDA's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy, or in post judgment collections.

30 **Assignment.** Consultant shall not assign, in whole or in part, this Agreement or any monies due or to become due hereunder, without the written consent of IDA.

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

32 **Binding Effect.** This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

33 **Time.** The Consultant will perform its services with due and reasonable diligence consistent with sound professional practices.

34 **Multiple Originals; Amendment.** This Agreement is executed in multiple copies, each of which shall be deemed an original. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

AGREED TO as of the date last executed as set forth below.

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
Lee Mikell, Chair

Date: _____

Attest:

By: _____

THE LUNZ GROUP, LLC, a Florida limited liability company

Witnesses as to Consultant:

Witness #1: 

Print Name: Antoinette Brooker

By: 

Name: Bradley Lunz

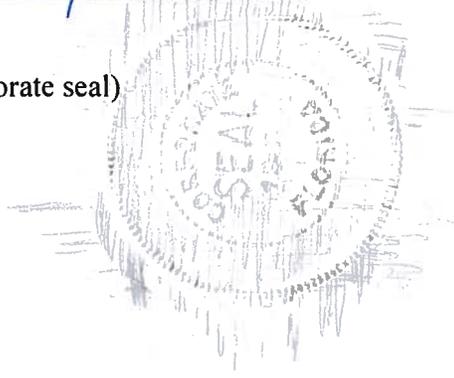
Title: President / Manager

Witness #2: 

Print Name: EDEN F. KONISHI

Date: October 10, 2023

(corporate seal)



HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

NOTICE TO PROCEED / CHANGE ORDER

DATE: _____

TO: _____

CONTRACT: Professional Services on Continuing Basis (IDA RFQ #2023-02)

[] This document constitutes your Notice to Proceed with professional services as to the following described Project: _____

[] This document constitutes a CHANGE ORDER regarding: _____

Additional Instructions: _____

Please review the Contract Documents for further details. If you have any questions, please contact: _____ at 863-773-3030.

Sincerely,

Denise Grimsley
CEO, The Development Group

Received, Acknowledged, and Accepted:

By: _____

Name: _____

Date: _____

Exhibit "A"

Consultant's Hourly Rates and Expense Schedule

CURRENT SCHEDULE OF FEES FOR PER DIEM SERVICES

DISCIPLINE	RATE/HOUR
Architect Principal	\$225.00
Staff Architect	\$175.00
Interior Designer	\$135.00
Project Manager	\$159.00
Senior Technical	\$125.00
Junior Technical	\$75.00
Clerical	\$50.00
MISCELLANEOUS EXPENSES	RATE
Plots B/W 24 x 36, 30 x 42 on Translucent Bond	2.00/2.50 per SF
Plots Color	10.00 per SF
Xerox Copies, ea. Mass reproduction 8 ½ x 11	.20
Xerox Copies, ea. Mass reproduction 11 x 17	.40
Xerox Copies, ea. Mass reproduction 12 x 18	.50
Printing, Graphics, Photography, Postage, etc.	Cost + 15%
Long Distance Telephone Charges	Cost + 15%
Out of Town Expenses (Room, Board)	Cost + 15%
Permit and Application Fee Advances	Cost + 15%
Overnight Deliveries	Cost + 15%
Courier Services	Cost + 15%
Interior Furnishings Purchases	Cost + 15%

Subcontracts, if required, such as soil investigations, acoustical consultants, land surveys, etc., not included in base contract: Cost plus fifteen percent (15%) to cover administration costs.

Consulting engineers: Their standard per diem rates plus fifteen percent (15%) to cover administration costs.

Sales Tax: Seven percent (7.0%) on furnishings purchased by The Lunz Group in accordance with Florida state law.

CONTRACT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING BASIS

THIS AGREEMENT is made by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district with an address at 107 E. Main Street, Wauchula, Florida 33873 (the “IDA”) and **HALFACRE CONSTRUCTION COMPANY**, a Florida corporation, with an address at 7015 Professional Parkway East, Sarasota, Florida 34240 (herein called “Contractor”).

1. **Premise.**

1.1. IDA solicited responses to RFQ 2023-01 for a qualified construction management firm to provide construction management services at risk on a continuing basis pursuant to Section 287.055, Florida Statutes. IDA would like for Contractor to perform the work and Contractor would like to do so on the terms and conditions set forth herein.

1.2. Contractor will provide construction management services to the IDA on an as-needed basis, based upon notices to proceed to be issued by the IDA (each a “Project”). Contractor understands and agrees that this contract does not guarantee award of a specific Project nor exclusivity to perform services.

1.3. The “Contract Documents” that constitute the entire agreement between the IDA and Contractor shall consist of: this Agreement and all exhibits hereto, RFQ 2023-01, IDA issued Notices to Proceed, proposals (including Guaranteed Maximum Price) submitted by Contractor and accepted by IDA, written amendments to this Agreement that are validly executed by IDA and Contractor, and IDA approved change orders.

1.4. Contractor represents that it is thoroughly familiar with and understands the requirements of performing construction management at-risk services and that it is experienced in the administration and construction of projects of the type and scope contemplated. Contractor represents to IDA that Contractor has all necessary construction education, skill, knowledge, and experience required to perform services and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the services contemplated hereby within the time periods required hereby. In addition, Contractor represents that it has, and all of the subcontractors performing services under this Agreement will have, all applicable licenses required by the State of Florida to perform such services.

2. **Work.**

2.1. Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing, and all other accessories and services necessary to provide professional construction management at risk services (herein collectively called the “Work”).

2.2. The scope of construction management services will be identified on a project-by-

project basis and will vary depending on project needs. A project scope may include, but is not limited to, alterations and additions to existing facilities, renovations, site improvements, new construction, facility demolition, utility upgrades and improvements, electrical system upgrades, mechanical system upgrades, and plumbing system upgrades. All services shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the IDA. IDA reserves the right to add or delete, at any time, any or all tasks or services. No self-performance of trade construction work by Contractor is permitted. General construction management services shall be provided by Contractor incidental to the activities of each phase.

2.3. A Notice to Proceed issued by IDA is required to begin each Project and no work shall begin and no fees/costs shall be incurred as to a particular Project (or phase of a Project, if applicable) unless and until the IDA issues an applicable Notice to Proceed. IDA is under no obligation to issue any Notice to Proceed. If IDA does not issue a Notice to Proceed, there will be no recovery of any monetary awards by Contractor, including cost and/or anticipated profit. For avoidance of any doubt, a Notice to Proceed is subject to the terms and conditions of this Contract and becomes a Contract Document upon its issuance.

2.4. A Notice to Proceed may be issued on behalf of the IDA by the Chief Executive Office of The Hardee County Economic Development Council, Inc., d/b/a The Development Group, or her authorized designee (the "IDA Project Manager").

3. **Contract Price.** Contractor's standard hourly rates and expenses are attached hereto as Exhibit "A". Such rates and expenses shall remain in effect through the duration of the contract period. Mileage and man-hours spent in travel time are incidental to the Work and are not an extra compensable expense. Compensation for a specific Project shall be as set forth in the Guaranteed Maximum Price proposal accepted by IDA following issuance of a Notice to Proceed.

4. **Guaranteed Maximum Price.**

4.1. Contractor agrees to furnish the Work required for completion of a Project on a Guaranteed Maximum Price basis. Contractor shall prepare written a Guaranteed Maximum Price ("GMP") for the Project activities in negotiation with IDA. If a GMP proposal cannot be successfully negotiated in a timely fashion, then either party may provide written notice of termination of this Agreement and neither party shall thereafter have any further obligation under this Agreement. In such an event, the IDA may proceed with the Project using a party or parties other than Contractor.

4.2. The GMP shall be itemized and shall include all construction, material, labor, and management cost, in detail, per phase (as applicable), and shall also include the complete and total cost of the Project in accordance with all requirements of the applicable Contract Documents. The GMP shall also set forth the substantial completion date of the Project, which shall be a definite date, and the estimated final completion date. The term "substantial completion" shall mean when the Project is sufficiently complete so that IDA can enjoy beneficial use or occupancy of the Project and can utilize it for its intended purpose. Any change in the GMP shall require written approval of IDA.

4.3. Once the GMP proposal is accepted by IDA, the Contractor shall be entitled to no increase in the GMP unless (i) the increase is due to substantial and unexpected enlargement of the scope of the Project and (ii) Contractor provided written notice to IDA regarding the impact of the adjusted scope to the cost and time of the Project and (iii) IDA has authorized the increase by written change order. Except as set forth in the immediately preceding sentence, all costs or expenses that exceed the GMP shall be borne by the Contractor.

5. **Payment.**

5.1. On or about the first day of each month, Contractor shall make application for payment based upon percentages of completion in the amount of ninety-five percent (95%) of the Work completed up to the last day of the previous month, less the aggregate of previous payments. The remaining five percent (5%) of the Work completed shall be retainage held by IDA until final completion of the Project.

5.2. The IDA Project Manager must approve each payment request. Each payment application shall: (i) detail an explanation of what work was completed by each entity requesting payment; (ii) detail an estimate of the percentage of work performed by any subcontractor in relation to the entire scope of work contained in the subcontractor's contract with Contractor; (iii) include a certification by Contractor that the work performed was in complete accordance with the Contract Documents; (iv) include a certification that the amount of the invoice is accurate in relation to the work performed under any subcontractor contract; and (v) include executed partial and/or final lien waivers from all suppliers and subcontractors.

5.3. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to IDA a complete release of all liens arising out of this Agreement, or receipts in full in lieu thereof, and an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the IDA's legal counsel to indemnify the IDA against any lien. If any lien remains unsatisfied after all payment are made, Contractor shall refund to the IDA all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorneys' fee.

6. **Term and Termination.** The term of this Agreement shall be for one-year and shall automatically renew on an annual basis unless sooner terminated as provided herein.

6.1. IDA may terminate this Agreement, in whole or in part, for the IDA's convenience upon 30 days written notice to Contractor. IDA may, upon written notice, terminate this Agreement, in whole or in part, at any time due to Contractor's failure to perform any material provision or portion of the Contract Documents. Upon receipt of a termination notice, services shall be immediately discontinued (unless the notice directs otherwise) and all plans and materials as may have been accumulated in performance of this Agreement, whether completed or in process, shall be delivered to the IDA.

6.2. If the termination is for the convenience of the IDA, an equitable adjustment in the

contract price shall be made based on Work performed, but no amount shall be allowed for anticipated profit on unperformed services.

6.3. If the termination is due to Contractor's failure to fulfill its obligations, the IDA may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the IDA for any additional cost occasioned to the IDA thereby. If, after notice of termination for Contractor's failure to fulfill contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the IDA. In such event, adjustment in the contract price shall be made as provided in this Agreement.

6.4. The rights and remedies of the IDA provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

7. **Commencement and Completion of Work.** Contractor hereby agrees to commence Work within ten (10) days from receipt of a Notice to Proceed unless otherwise specified on the Notice to Proceed or otherwise agreed in writing by the IDA Project Manager. Contractor shall be solely responsible for the means, methods, and techniques utilized in the Work.

8. **Project Time.** The number of calendar days from the date on which the Notice to Proceed is issued by the IDA through the required substantial completion date of the Project as subsequently established in the GMP shall constitute the "Project Time." Contractor warrants that the Project shall be substantially complete within the Project Time, provided that there are no unreasonable and unanticipated delays in completion of the design documents, unusual and unreasonable delays in obtaining any approval from a State or local governing agency or authority, or other occurrences which would form the basis for an extension of the Project Time; provided, however, that Contractor shall promptly notify IDA in writing of all anticipated or actual delays. Further, Contractor shall notify IDA in writing of any deadline by which design documents, approvals, or other information from IDA is needed and shall do so sufficiently in advance of such deadline so that any delay can be avoided.

9. **Liquidated Damages.** In the event of any delay in achieving substantial completion of a Project resulting from any act or omission of Contractor, the Contractor shall pay the IDA the sum of five hundred dollars (\$500.00) per day for each and every calendar day of such delay in achieving substantial completion beyond the Project Time. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the IDA. When the IDA reasonably believes substantial completion will be inexcusably delayed, the IDA shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the IDA to be adequate to recover liquidated damages applicable to such delays.

10. **Change Orders.** The contract prices, IDA-approved GMP, and the Project Time may be changed only by a written change order executed by the IDA Project Manager. The IDA, without invalidating this Agreement, may order changes in the Work within the general scope of the Project consisting of additions, deletions, or other revisions, with the contract price and the Project Time being adjusted accordingly.

10.1. The cost or credit to IDA resulting from a change order shall be determined in one or more of the following ways: (a) by mutual acceptance of a lump sum properly itemized; (b) by unit prices stated in the Contract Documents or subsequently agreed upon; or (c) by cost and a mutual acceptable fixed or percentage fee.

10.2. If none of the methods set forth in Section 10.1 is agreed upon, Contractor shall nonetheless promptly proceed with the Work involved. The costs or credits shall then be determined on the basis of Contractor's reasonable expenditures and savings. In such case, Contractor shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Contractor to IDA for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by Contractor's records.

10.3. If Contractor claims that additional cost or time is involved because of any unanticipated event outside of Contractor's control, Contractor shall make such claim solely as provided herein and failure to make a claim timely shall be a waiver of any such claim. If Contractor wishes to make a claim for an increase in the contract price, an extension in the Project Time or any change to the GMP, Contractor shall give IDA written notice thereof within seven (7) calendar days after occurrence of the event giving rise to such claim. This written notice shall be given by Contractor before proceeding to execute Work resulting from the event, except in an emergency endangering life or property in which case Contractor shall proceed as necessary under the circumstances. No change orders for time extension for rain or other adverse weather conditions, unless the condition is unusual or unseasonable for the time of year, shall be authorized.

11. **Inspection, Correction, and Warranty.** Contractor shall notify the IDA Project Manager of completion of each phase of the Project within twenty-four hours after such completion unless otherwise agreed. The IDA Project Manager or designee will inspect the work and, if he/she finds that it has not been satisfactorily done, the Contractor shall cause the work to be promptly corrected at no cost to IDA. However, Contractor shall be responsible for the technical accuracy of the services it performs and documents it prepares, and neither IDA nor its agents shall be responsible for discovering deficiencies in such services or documents. Acceptance of the Work and final payment shall not relieve Contractor of the obligation to remedy Work that does not comply with the Contract Documents. For avoidance of any doubt, the Contractor shall be responsible for the failure of any subcontractors to carry out work in accordance with the applicable Contract Documents. Contractor shall immediately cause defective work to be corrected at no expense to IDA. If, within three years after final completion of a subcontractor's work on the Project, the work is found to be defective or not in accordance with the applicable Contract Documents, the Contractor shall cause such work to be corrected promptly upon receipt of written notice from IDA. The obligations set forth in this paragraph shall survive final payment to Contractor and the termination of this Agreement. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

12. **Performance.** Contractor shall, in good workmanlike manner, perform all Work. Contractor shall not bid on or perform any of the trade construction work or professional services;

this restriction includes entities in which Contractor or any of its principals or their family members hold an ownership interest or to which Contractor or any of its principals or their family members would receive any special private benefit. Should the Contractor fail to provide prudent and competent professional service, the IDA may notify the Contractor in writing stating the IDA's intention to terminate the Agreement and stating the reasons therefore. Unless Contractor remedies such default or has made satisfactory arrangements with the IDA for such remedy within five (5) business days after service of said notice upon Contractor, this Agreement may be terminated by the IDA. In the event of such termination, the IDA may take over and complete the work at the expense of the Contractor. Contractor shall be liable to the IDA for any excess costs the IDA incurs.

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

14. **Insurance.** Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence Work hereunder until such insurance is obtained and provided to the IDA:

COMPREHENSIVE GENERAL LIABILITY: Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$4,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury.

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

WORKERS' COMPENSATION: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws.

Contractor shall furnish the IDA with Certificates of Insurance. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Hardee County Industrial Development Authority is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by the IDA before the commencement of any work activities.

15. **Indemnification.** Contractor shall, in addition to any other obligation to indemnify IDA to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the IDA, its directors, employees, agents and volunteers, specifically including The Development Group and its directors, employees, agents, and volunteers, from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of the IDA, its directors, employees, representatives, agents, or volunteers. Any cost or expenses, including attorneys' fees (including appellate, bankruptcy or patent council fees), incurred by the IDA to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the IDA, its directors, employees, representatives, agents, or volunteers, specifically including The Development Group and its directors, employees, agents, and volunteers, by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall be limited to \$10,000,000.00 and shall not be limited in any way to the agreed upon contract price or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of the contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

16. **Subcontracts.** A portion of the Project may be performed under subcontracts, and Contractor shall require that each subcontractor agree to the provisions of this Agreement applicable to the work performed by such subcontractor, including, but not limited to, insurance requirements (except for excess/umbrella coverage), compliance with laws, and indemnification of IDA. IDA retains the right to refuse a subcontractor for reasonable cause, to review Contractor's agreements with subcontractors upon request, and require changes to such subcontractor agreements as IDA deems necessary. IDA shall not be obligated to pay any subcontractor under any circumstance. Contractor shall be responsible to IDA for the acts and omissions of all its employees and all subcontractors, their agents and employees, and all other persons performing any of the Work by, through, or under Contractor.

17. **Notices.** Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail or overnight delivery addressed to:

If to Contractor:

Halfacre Construction Company
Attn: Jack Cox
7015 Professional Parkway East
Sarasota, Florida 34240
Phone: 941-907-9099
jack.cox@halfacreco.com

If to IDA:

Hardee County Industrial Development Authority
c/o The Development Group
attn: Denise Grimsley, CEO
107 East Main Street
P.O. Box 458
Wauchula, FL 33873
863-773-3030

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

18. **Permits and Licensure.** Contractor shall hold all licenses, registrations, certifications, or permits necessary to complete the services, and shall require the same of its subcontractors, agents, and those performing work. Contractor shall be responsible for acquiring all applicable Federal, State, County, and City licenses and permits and pay local business tax as may be appropriate. Contractor shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work, and such costs shall not be considered in addition to the contract price.

19. **Laws and Regulations.** All services and Work shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the IDA. Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work and the protection of persons and property.

20. **Safety and Health Regulations.**

20.1. Contractor shall comply with the Department of Labor Safety and Health Regulations promulgated for construction under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to this Project. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (a) all employees on the Work and all other persons who may be affected thereby; (b) all the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Contractor or any of its subcontractors or sub-subcontractors; and (c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction.

20.2. Contractor shall ensure the sites upon which work is performed is maintained in a clean and orderly condition, free from all refuse, rubbish, scrap materials, and debris. Any injury to persons or damage to property shall be immediately repaired or remedied by Contractor, subject to the limits of indemnification provided by Contractor herein, and Contractor further agrees that IDA may withhold payment hereunder until the damage is repaired or the property is replaced. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property. Contractor shall ensure that all reasonable safeguards for safety and protection are erected and maintained as required by existing conditions and progress of the Work.

21. **Public Records.** Contractor shall comply with public records laws, including Chapter 119, Florida Statutes. Contractor shall: (1) Keep and maintain public records required by the IDA to perform the services herein. (2) Upon request, provide the IDA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if the Contractor does not transfer the records to IDA. (4) Upon completion of the contract, transfer, at no cost, to IDA all public records in possession of the Contractor or keep and maintain public records required by IDA to perform the service. If the Contractor transfers all public records to IDA 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 IDA, upon request, in a format that is compatible with the information technology systems of IDA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-773-3030 or kristi.schierling@thedevelopmentgroup.net or 107 EAST MAIN STREET, PO BOX 458, WAUCHULA, FLORIDA 33873.

22. **OFAC List.** Contractor hereby represents, warrants and covenants to IDA that neither Contractor nor any person or entity that directly or indirectly (i) controls Contractor or (ii) has an ownership interest in Contractor of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

23. **Public Entity Crime.** Contractor certifies that neither it nor an affiliate have been placed on the convicted vendor list following conviction for a public entity crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. (*Section 287.133(3)(a), Florida Statutes.*)

24. **Discrimination.** Contractor certifies that neither it nor an affiliate have been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. (*Section 287.134, Florida Statutes.*)

25. **Scrutinized Companies.** Contractor certifies that it is not on the Scrutinized

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria, and that the respondent is not participating in a boycott of Israel. Respondent shall immediately notify IDA if its certification set forth in this paragraph changes at any point during the proposal process or term of any contract. IDA may terminate any contract if respondent is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. (*Section 287.135, Florida Statutes.*)

26. **E-Verify.** Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into an agreement with a subcontractor, Contractor shall require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the Contractor shall maintain a copy of such affidavit for the duration of the agreement.

27. **Governing Law and Venue.** This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida without regard to conflict of law principles. In the event of litigation between the parties related to or arising out of this Agreement, venue shall be in Hardee County, Florida and no other place, and Florida law shall apply. IDA does not waive sovereign immunity, and its liability, if any, is limited by law, including Section 768.28, Florida Statutes.

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

29. **Assignment.** Contractor shall not assign, in whole or in part, this Agreement or any monies due or to become due hereunder, without the written consent of IDA.

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

31. **Binding Effect.** This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

32. **Time.** Time is of the essence of this Agreement.

33. **Multiple Originals; Amendment.** This Agreement is executed in multiple copies, each of which shall be deemed an original. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

AGREED TO as of the date last executed as set forth below.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____
Lee Mikell, Chair

Date: _____

Attest:

By: _____

Witnesses as to Contractor:

HALFACRE CONSTRUCTION COMPANY, a Florida corporation

Witness #1: _____

By: _____
Jack Cox, President

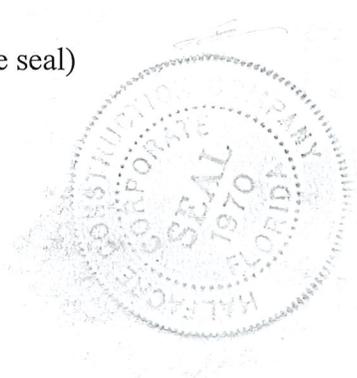
Print Name: GREG R. WITT

Date: 9/11/23

Witness #2: _____

(corporate seal)

Print Name: Reed Giasson



HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

NOTICE TO PROCEED / CHANGE ORDER

DATE: _____

TO: _____

CONTRACT: Construction Management Services on Continuing Basis (IDA RFQ #2023-01)

This document constitutes your Notice to Proceed with the following:

- Pre-Construction
- Procurement (Bid and Awards)
- Construction
- Close-Out

for a project described as: _____

This document constitutes a CHANGE ORDER regarding: _____

Additional Instructions (*including identification of design professionals or other consultants*):

Please review the Contract Documents for further details. If you have any questions, please contact: _____ at 863-773-3030.

Sincerely,
Denise Grimsley
CEO, The Development Group

Exhibit "A"

Contractor's Hourly Rates and Expense Schedule

	<u>Base Rate</u>	<u>Burden Rate</u>	<u>TOTAL</u>
Project Executive:	\$95.00/hr	59%	\$151.05/hr
Project Manager:	\$80.00/hr	59%	\$127.20/hr
Jobsite Superintendent:	\$70.00/hr	59%	\$111.30/hr
Assistant Project Manager:	\$50.00/hr	59%	\$ 79.50/hr
Assistant Superintendent:	\$45.00/hr	59%	\$ 71.55/hr
Project Accountant:	\$30.00/hr	59%	\$ 47.70/hr
Performance and Payment Bond:	1.5% of total contract for each project		

CONTRACT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING BASIS

THIS AGREEMENT is made by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district with an address at 107 E. Main Street, Wauchula, Florida 33873 (the “IDA”) and **L. COBB CONSTRUCTION, INC.**, a Florida corporation, with an address at 401 S 6th Avenue, Wauchula, Florida 33873 (herein called “Contractor”).

1. **Premise.**

1.1. IDA solicited responses to RFQ 2023-01 for a qualified construction management firm to provide construction management services at risk on a continuing basis pursuant to Section 287.055, Florida Statutes. IDA would like for Contractor to perform the work and Contractor would like to do so on the terms and conditions set forth herein.

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1.4. Contractor represents that it is thoroughly familiar with and understands the requirements of performing construction management at-risk services and that it is experienced in the administration and construction of projects of the type and scope contemplated. Contractor represents to IDA that Contractor has all necessary construction education, skill, knowledge, and experience required to perform services and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the services contemplated hereby within the time periods required hereby. In addition, Contractor represents that it has, and all of the subcontractors performing services under this Agreement will have, all applicable licenses required by the State of Florida to perform such services.

2. **Work.**

2.1. Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing, and all other accessories and services necessary to provide professional construction management at risk services (herein collectively called the “Work”).

2.2. The scope of construction management services will be identified on a project-by-

project basis and will vary depending on project needs. A project scope may include, but is not limited to, alterations and additions to existing facilities, renovations, site improvements, new construction, facility demolition, utility upgrades and improvements, electrical system upgrades, mechanical system upgrades, and plumbing system upgrades. All services shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the IDA. IDA reserves the right to add or delete, at any time, any or all tasks or services. No self-performance of trade construction work by Contractor is permitted. General construction management services shall be provided by Contractor incidental to the activities of each phase.

2.3. A Notice to Proceed issued by IDA is required to begin each Project and no work shall begin and no fees/costs shall be incurred as to a particular Project (or phase of a Project, if applicable) unless and until the IDA issues an applicable Notice to Proceed. IDA is under no obligation to issue any Notice to Proceed. If IDA does not issue a Notice to Proceed, there will be no recovery of any monetary awards by Contractor, including cost and/or anticipated profit. For avoidance of any doubt, a Notice to Proceed is subject to the terms and conditions of this Contract and becomes a Contract Document upon its issuance.

2.4. A Notice to Proceed may be issued on behalf of the IDA by the Chief Executive Office of The Hardee County Economic Development Council, Inc., d/b/a The Development Group, or her authorized designee (the "IDA Project Manager").

3. **Contract Price.** Contractor's standard hourly rates and expenses are attached hereto as Exhibit "A". Such rates and expenses shall remain in effect through the duration of the contract period. Mileage and man-hours spent in travel time are incidental to the Work and are not an extra compensable expense. Compensation for a specific Project shall be as set forth in the Guaranteed Maximum Price proposal accepted by IDA following issuance of a Notice to Proceed.

4. **Guaranteed Maximum Price.**

4.1. Contractor agrees to furnish the Work required for completion of a Project on a Guaranteed Maximum Price basis. Contractor shall prepare written a Guaranteed Maximum Price ("GMP") for the Project activities in negotiation with IDA. If a GMP proposal cannot be successfully negotiated in a timely fashion, then either party may provide written notice of termination of this Agreement and neither party shall thereafter have any further obligation under this Agreement. In such an event, the IDA may proceed with the Project using a party or parties other than Contractor.

4.2. The GMP shall be itemized and shall include all construction, material, labor, and management cost, in detail, per phase (as applicable), and shall also include the complete and total cost of the Project in accordance with all requirements of the applicable Contract Documents. The GMP shall also set forth the substantial completion date of the Project, which shall be a definite date, and the estimated final completion date. The term "substantial completion" shall mean when the Project is sufficiently complete so that IDA can enjoy beneficial use or occupancy of the Project and can utilize it for its intended purpose. Any change in the GMP shall require written approval of IDA.

4.3. Once the GMP proposal is accepted by IDA, the Contractor shall be entitled to no increase in the GMP unless (i) the increase is due to substantial and unexpected enlargement of the scope of the Project and (ii) Contractor provided written notice to IDA regarding the impact of the adjusted scope to the cost and time of the Project and (iii) IDA has authorized the increase by written change order. Except as set forth in the immediately preceding sentence, all costs or expenses that exceed the GMP shall be borne by the Contractor.

5. **Payment.**

5.1. On or about the first day of each month, Contractor shall make application for payment based upon percentages of completion in the amount of ninety-five percent (95%) of the Work completed up to the last day of the previous month, less the aggregate of previous payments. The remaining five percent (5%) of the Work completed shall be retainage held by IDA until final completion of the Project.

5.2. The IDA Project Manager must approve each payment request. Each payment application shall: (i) detail an explanation of what work was completed by each entity requesting payment; (ii) detail an estimate of the percentage of work performed by any subcontractor in relation to the entire scope of work contained in the subcontractor's contract with Contractor; (iii) include a certification by Contractor that the work performed was in complete accordance with the Contract Documents; (iv) include a certification that the amount of the invoice is accurate in relation to the work performed under any subcontractor contract; and (v) include executed partial and/or final lien waivers from all suppliers and subcontractors.

5.3. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to IDA a complete release of all liens arising out of this Agreement, or receipts in full in lieu thereof, and an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the IDA's legal counsel to indemnify the IDA against any lien. If any lien remains unsatisfied after all payment are made, Contractor shall refund to the IDA all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorneys' fee.

6. **Term and Termination.** The term of this Agreement shall be for one-year and shall automatically renew on an annual basis unless sooner terminated as provided herein.

6.1. IDA may terminate this Agreement, in whole or in part, for the IDA's convenience upon 30 days written notice to Contractor. IDA may, upon written notice, terminate this Agreement, in whole or in part, at any time due to Contractor's failure to perform any material provision or portion of the Contract Documents. Upon receipt of a termination notice, services shall be immediately discontinued (unless the notice directs otherwise) and all plans and materials as may have been accumulated in performance of this Agreement, whether completed or in process, shall be delivered to the IDA.

6.2. If the termination is for the convenience of the IDA, an equitable adjustment in the

contract price shall be made based on Work performed, but no amount shall be allowed for anticipated profit on unperformed services.

6.3. If the termination is due to Contractor's failure to fulfill its obligations, the IDA may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the IDA for any additional cost occasioned to the IDA thereby. If, after notice of termination for Contractor's failure to fulfill contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the IDA. In such event, adjustment in the contract price shall be made as provided in this Agreement.

6.4. The rights and remedies of the IDA provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

7. **Commencement and Completion of Work.** Contractor hereby agrees to commence Work within ten (10) days from receipt of a Notice to Proceed unless otherwise specified on the Notice to Proceed or otherwise agreed in writing by the IDA Project Manager. Contractor shall be solely responsible for the means, methods, and techniques utilized in the Work.

8. **Project Time.** The number of calendar days from the date on which the Notice to Proceed is issued by the IDA through the required substantial completion date of the Project as subsequently established in the GMP shall constitute the "Project Time." Contractor warrants that the Project shall be substantially complete within the Project Time, provided that there are no unreasonable and unanticipated delays in completion of the design documents, unusual and unreasonable delays in obtaining any approval from a State or local governing agency or authority, or other occurrences which would form the basis for an extension of the Project Time; provided, however, that Contractor shall promptly notify IDA in writing of all anticipated or actual delays. Further, Contractor shall notify IDA in writing of any deadline by which design documents, approvals, or other information from IDA is needed and shall do so sufficiently in advance of such deadline so that any delay can be avoided.

9. **Liquidated Damages.** In the event of any delay in achieving substantial completion of a Project resulting from any act or omission of Contractor, the Contractor shall pay the IDA the sum of five hundred dollars (\$500.00) per day for each and every calendar day of such delay in achieving substantial completion beyond the Project Time. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the IDA. When the IDA reasonably believes substantial completion will be inexcusably delayed, the IDA shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the IDA to be adequate to recover liquidated damages applicable to such delays.

10. **Change Orders.** The contract prices, IDA-approved GMP, and the Project Time may be changed only by a written change order executed by the IDA Project Manager. The IDA, without invalidating this Agreement, may order changes in the Work within the general scope of the Project consisting of additions, deletions, or other revisions, with the contract price and the Project Time being adjusted accordingly.

10.1. The cost or credit to IDA resulting from a change order shall be determined in one or more of the following ways: (a) by mutual acceptance of a lump sum properly itemized; (b) by unit prices stated in the Contract Documents or subsequently agreed upon; or (c) by cost and a mutual acceptable fixed or percentage fee.

10.2. If none of the methods set forth in Section 10.1 is agreed upon, Contractor shall nonetheless promptly proceed with the Work involved. The costs or credits shall then be determined on the basis of Contractor's reasonable expenditures and savings. In such case, Contractor shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Contractor to IDA for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by Contractor's records.

10.3. If Contractor claims that additional cost or time is involved because of any unanticipated event outside of Contractor's control, Contractor shall make such claim solely as provided herein and failure to make a claim timely shall be a waiver of any such claim. If Contractor wishes to make a claim for an increase in the contract price, an extension in the Project Time or any change to the GMP, Contractor shall give IDA written notice thereof within seven (7) calendar days after occurrence of the event giving rise to such claim. This written notice shall be given by Contractor before proceeding to execute Work resulting from the event, except in an emergency endangering life or property in which case Contractor shall proceed as necessary under the circumstances. No change orders for time extension for rain or other adverse weather conditions, unless the condition is unusual or unseasonable for the time of year, shall be authorized.

11. **Inspection, Correction, and Warranty.** Contractor shall notify the IDA Project Manager of completion of each phase of the Project within twenty-four hours after such completion unless otherwise agreed. The IDA Project Manager or designee will inspect the work and, if he/she finds that it has not been satisfactorily done, the Contractor shall cause the work to be promptly corrected at no cost to IDA. However, Contractor shall be responsible for the technical accuracy of the services it performs and documents it prepares, and neither IDA nor its agents shall be responsible for discovering deficiencies in such services or documents. Acceptance of the Work and final payment shall not relieve Contractor of the obligation to remedy Work that does not comply with the Contract Documents. For avoidance of any doubt, the Contractor shall be responsible for the failure of any subcontractors to carry out work in accordance with the applicable Contract Documents. Contractor shall immediately cause defective work to be corrected at no expense to IDA. If, within three years after final completion of a subcontractor's work on the Project, the work is found to be defective or not in accordance with the applicable Contract Documents, the Contractor shall cause such work to be corrected promptly upon receipt of written notice from IDA. The obligations set forth in this paragraph shall survive final payment to Contractor and the termination of this Agreement. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

12. **Performance.** Contractor shall, in good workmanlike manner, perform all Work. Contractor shall not bid on or perform any of the trade construction work or professional services;

this restriction includes entities in which Contractor or any of its principals or their family members hold an ownership interest or to which Contractor or any of its principals or their family members would receive any special private benefit. Should the Contractor fail to provide prudent and competent professional service, the IDA may notify the Contractor in writing stating the IDA's intention to terminate the Agreement and stating the reasons therefore. Unless Contractor remedies such default or has made satisfactory arrangements with the IDA for such remedy within five (5) business days after service of said notice upon Contractor, this Agreement may be terminated by the IDA. In the event of such termination, the IDA may take over and complete the work at the expense of the Contractor. Contractor shall be liable to the IDA for any excess costs the IDA incurs.

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

14. **Insurance.** Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence Work hereunder until such insurance is obtained and provided to the IDA:

COMPREHENSIVE GENERAL LIABILITY: Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$4,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury.

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

WORKERS' COMPENSATION: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws.

Contractor shall furnish the IDA with Certificates of Insurance. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Hardee County Industrial Development Authority is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by the IDA before the commencement of any work activities.

15. **Indemnification.** Contractor shall, in addition to any other obligation to indemnify IDA to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the IDA, its directors, employees, agents and volunteers, specifically including The Development Group and its directors, employees, agents, and volunteers, from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of the IDA, its directors, employees, representatives, agents, or volunteers. Any cost or expenses, including attorneys' fees (including appellate, bankruptcy or patent council fees), incurred by the IDA to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the IDA, its directors, employees, representatives, agents, or volunteers, specifically including The Development Group and its directors, employees, agents, and volunteers, by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall be limited to \$10,000,000.00 and shall not be limited in any way to the agreed upon contract price or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of the contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

16. **Subcontracts.** A portion of the Project may be performed under subcontracts, and Contractor shall require that each subcontractor agree to the provisions of this Agreement applicable to the work performed by such subcontractor, including, but not limited to, insurance requirements (except for excess/umbrella coverage), compliance with laws, and indemnification of IDA. IDA retains the right to refuse a subcontractor for reasonable cause, to review Contractor's agreements with subcontractors upon request, and require changes to such subcontractor agreements as IDA deems necessary. IDA shall not be obligated to pay any subcontractor under any circumstance. Contractor shall be responsible to IDA for the acts and omissions of all its employees and all subcontractors, their agents and employees, and all other persons performing any of the Work by, through, or under Contractor.

17. **Notices.** Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail or overnight delivery addressed to:

If to Contractor:

L. Cobb Construction, Inc.
Attn: Justin "Kyle" Cobb
401 S 6th Avenue
Wauchula, Florida 33873
Phone: 863-773-3839
operations@lcobbconstruction.com

If to IDA:

Hardee County Industrial Development Authority
c/o The Development Group
attn: Denise Grimsley, CEO
107 East Main Street
P.O. Box 458
Wauchula, FL 33873
863-773-3030

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

18. **Permits and Licensure.** Contractor shall hold all licenses, registrations, certifications, or permits necessary to complete the services, and shall require the same of its subcontractors, agents, and those performing work. Contractor shall be responsible for acquiring all applicable Federal, State, County, and City licenses and permits and pay local business tax as may be appropriate. Contractor shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work, and such costs shall not be considered in addition to the contract price.

19. **Laws and Regulations.** All services and Work shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the IDA. Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work and the protection of persons and property.

20. **Safety and Health Regulations.**

20.1. Contractor shall comply with the Department of Labor Safety and Health Regulations promulgated for construction under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to this Project. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (a) all employees on the Work and all other persons who may be affected thereby; (b) all the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Contractor or any of its subcontractors or sub-subcontractors; and (c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction.

20.2. Contractor shall ensure the sites upon which work is performed is maintained in a clean and orderly condition, free from all refuse, rubbish, scrap materials, and debris. Any injury to persons or damage to property shall be immediately repaired or remedied by Contractor, subject to the limits of indemnification provided by Contractor herein, and Contractor further agrees that IDA may withhold payment hereunder until the damage is repaired or the property is replaced. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property. Contractor shall ensure that all reasonable safeguards for safety and protection are erected and maintained as required by existing conditions and progress of the Work.

21. **Public Records.** Contractor shall comply with public records laws, including Chapter 119, Florida Statutes. Contractor shall: (1) Keep and maintain public records required by the IDA to perform the services herein. (2) Upon request, provide the IDA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if the Contractor does not transfer the records to IDA. (4) Upon completion of the contract, transfer, at no cost, to IDA all public records in possession of the Contractor or keep and maintain public records required by IDA to perform the service. If the Contractor transfers all public records to IDA 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 IDA, upon request, in a format that is compatible with the information technology systems of IDA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-773-3030 or kristi.schierling@thedevelopmentgroup.net or 107 EAST MAIN STREET, PO BOX 458, WAUCHULA, FLORIDA 33873.

22. **OFAC List.** Contractor hereby represents, warrants and covenants to IDA that neither Contractor nor any person or entity that directly or indirectly (i) controls Contractor or (ii) has an ownership interest in Contractor of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

23. **Public Entity Crime.** Contractor certifies that neither it nor an affiliate have been placed on the convicted vendor list following conviction for a public entity crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. (*Section 287.133(3)(a), Florida Statutes.*)

24. **Discrimination.** Contractor certifies that neither it nor an affiliate have been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. (*Section 287.134, Florida Statutes.*)

25. **Scrutinized Companies.** Contractor certifies that it is not on the Scrutinized

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria, and that the respondent is not participating in a boycott of Israel. Respondent shall immediately notify IDA if its certification set forth in this paragraph changes at any point during the proposal process or term of any contract. IDA may terminate any contract if respondent is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. (*Section 287.135, Florida Statutes.*)

26. **E-Verify.** Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into an agreement with a subcontractor, Contractor shall require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the Contractor shall maintain a copy of such affidavit for the duration of the agreement.

27. **Governing Law and Venue.** This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida without regard to conflict of law principles. In the event of litigation between the parties related to or arising out of this Agreement, venue shall be in Hardee County, Florida and no other place, and Florida law shall apply. IDA does not waive sovereign immunity, and its liability, if any, is limited by law, including Section 768.28, Florida Statutes.

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

29. **Assignment.** Contractor shall not assign, in whole or in part, this Agreement or any monies due or to become due hereunder, without the written consent of IDA.

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

31. **Binding Effect.** This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

32. **Time.** Time is of the essence of this Agreement.

33. **Multiple Originals; Amendment.** This Agreement is executed in multiple copies, each of which shall be deemed an original. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

AGREED TO as of the date last executed as set forth below.

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
Lee Mikell, Chair

Date: _____

Attest:

By: _____

Witnesses as to Contractor:

**L. COBB CONSTRUCTION, INC., a
Florida corporation**

Witness #1: _____

By: _____

Print Name: Thomas Kelley

Name: James "Clay" Cobb

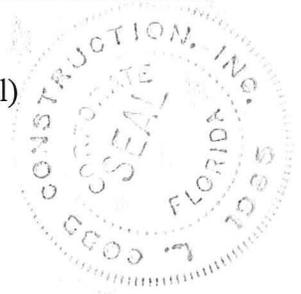
Witness #2: _____

Title: CEO

Print Name: TONI FEO

Date: 9/26/2023

(corporate seal)



HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

NOTICE TO PROCEED / CHANGE ORDER

DATE: _____

TO: _____

CONTRACT: Construction Management Services on Continuing Basis (IDA RFQ #2023-01)

This document constitutes your Notice to Proceed with the following:

- Pre-Construction
- Procurement (Bid and Awards)
- Construction
- Close-Out

for a project described as: _____

This document constitutes a CHANGE ORDER regarding: _____

Additional Instructions (*including identification of design professionals or other consultants*):

Please review the Contract Documents for further details. If you have any questions, please contact: _____ at 863-773-3030.

Sincerely,

Denise Grimsley
CEO, The Development Group

Exhibit "A"

Contractor's Hourly Rates and Expense Schedule

	Base Rate	Burden Rate	Total
Project Executive:	\$99.88	58%	\$157.81
Project Manager:	\$76.38	58%	\$120.68
Assistant Project Manager:	\$47.00	58%	\$74.26
Jobsite Superintendent:	\$64.63	58%	\$102.12
Assistant Superintendent:	\$41.13	58%	\$64.99
Project Accountant:	\$29.38	58%	\$46.42
Performance and Payment Bonds:	1.5 % of total contract		

SWAINE, HARRIS & WOHL, P.A.

ATTORNEYS AT LAW

BERT J. HARRIS, III
J. MICHAEL SWAINE
ROBERT S. SWAINE
THOMAS J. WOHL
JOCELYN K. SKIPPER
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401 DAL HALL BLVD.
LAKE PLACID, FL 33852-6561
(863) 465-2811
FAX: (863) 465-6999
www.heartlandlaw.com

PLEASE REPLY TO:
LAKE PLACID
SEBRING

October 9, 2023

*Via Email to Denise Grimsley (October 9, 2023)
and Hand-Delivery to IDA Board (October 12, 2023)*

Hardee County Industrial Development Authority
107 East Main Street
PO Box 458
Wauchula, Florida 33873

Re: Request for Waiver of Conflict
Rajeswari Sonni as Successor Trustee of Small Lots Land Trust dated April 24, 2006

Dear Ms. Grimsley,

It is our pleasure to represent the Hardee County Industrial Development Authority (“IDA”) as its outside general counsel. As you know, the IDA is contemplating purchasing real property from Rajeswari Sonni as Successor Trustee of Small Lots Land Trust dated April 24, 2006 (the “Transaction”).

We have represented Dr. Sonni in various matters unrelated to the Transaction. In an abundance of caution, we have requested Dr. Sonni consent to our representation of the IDA in connection with the Transaction, including any amendments and addendums thereto as well as for purposes of the closing. In the event of any possible litigation arising out of or related to the Transaction, we will not appear as counsel of record for Dr. Sonni, individually or as Successor Trustee, or for the IDA.

We request the IDA provide its consent and acknowledgement of the foregoing by authorizing signature below. If there are any questions, please let me know prior to providing consent and acknowledgement. We will provide you with a copy of the Waiver/Consent signed by Dr. Sonni upon our receipt of same.

Sincerely,



Swaine, Harris & Wohl, P.A.

The Hardee County Industrial Development Authority hereby acknowledges and agrees to the waiver and consent as described above:

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
W. Lee Mikell, Chairperson

Dated: _____

RESOLUTION NO. 2023-08

A RESOLUTION OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 0 N US HWY 17 WAUCHULA, HARDEE COUNTY, FLORIDA (PARCEL ID: 33-33-25-0000-09780-0000); AUTHORIZING THE TRANSFER OF FUNDS; CONFIRMING THE AUTHORITY OF THE CHAIR OR VICE-CHAIR TO SIGN ALL DOCUMENTS NECESSARY FOR CLOSING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hardee County Industrial Development Authority (“IDA”) and Rajeswari Sonni as Successor Trustee of Small Lots Land Trust Dated April 24, 2006 (the "Seller") entered into a Sale/Purchase Land Contract with an effective date of July 13, 2023 (the “Contract”) whereby Seller agreed to sell and convey to IDA, and IDA agreed to buy from Seller, certain real property commonly known as 0 N US Hwy 17, Wauchula, Hardee County, Florida (parcel ID: 33-33-25-0000-09780-0000), as more specifically depicted or described in the Contract (the “Property”);

WHEREAS, pursuant to the Contract, the closing is to be held on or before December 10, 2023;

WHEREAS, the acquisition of the Property by the IDA will facilitate further planning and development of an area in Hardee County’s view-corridor, where improvement of the view-corridor has been identified as being economically significant to the growth of Hardee County; and

WHEREAS, the IDA desires to authorize the purchase of the Property and confirm the authority of its signatory for purpose of the closing pursuant to the Contract.

NOW, THEREFORE, BE IT RESOLVED BY the Board of the Hardee County Industrial Development Authority that:

1. The above recitals are true and correct.
2. The acquisition of the Property will serve the public purpose of advancing the economic prosperity and general welfare of Hardee County and its residents.
3. For avoidance of any doubt, the IDA confirms the execution and delivery of the Contract. The purchase of the Property, pursuant to the terms and conditions set forth in the Contract, is hereby authorized.
4. The Chair, W. Lee Mikell, and Vice Chair, Joseph B. Cherry, of the Hardee County Industrial Development Authority are each individually hereby authorized to execute and deliver any documents and to transfer all funds necessary to effectuate the purchase of the Property pursuant to the terms and conditions set forth in the Contract.

5. This resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED this 12th day of October, 2023 by the Board of the Hardee County Industrial Development Authority.

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
W. Lee Mikell, its Chair

ATTEST:

By: _____

Name: _____

RESOLUTION NO. 2023-09

A RESOLUTION OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF A SALE/PURCHASE CONTRACT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 122 W MAIN STREET, WAUCHULA, HARDEE COUNTY, FLORIDA; CONFIRMING THE AUTHORITY OF THE CHAIR OR VICE-CHAIR TO SIGN ALL DOCUMENTS NECESSARY FOR CLOSING; AUTHORIZING THE TRANSFER OF FUNDS; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Hardee County Industrial Development Authority (“IDA”) desires to purchase from Main Street Wauchula, Inc., a Florida not for profit corporation (the “Seller”), and Seller desires to sell and convey to IDA, certain real property commonly known as 122 W Main Street, Wauchula, Hardee County, Florida, as more specifically depicted or described in the Sale/Purchase Contract for Real Property attached hereto as Exhibit “A” (the “Property”);

WHEREAS, the Property is located along the business district of historic Main Street of the City of Wauchula, Hardee County, Florida;

WHEREAS, acquisition of the Property by the IDA will foster local economic development through improvement and development in a growing and walkable business district in Hardee County; and

WHEREAS, the IDA desires to authorize the execution and delivery of the purchase contract and confirm the authority of its signatory for purposes of the closing as relates to the Property.

NOW, THEREFORE, BE IT RESOLVED BY the Board of the Hardee County Industrial Development Authority that:

1. The above recitals are true and correct.
2. The acquisition of the Property will serve the public purpose of advancing the economic prosperity and general welfare of Hardee County and its residents.
3. The execution by the Chair or Vice-Chair of the Sale/Purchase Contract for Real Property attached hereto as Exhibit “A” (the “Contract”), as well as the delivery of the Contract following its execution, is hereby authorized.
4. The Chair, W. Lee Mikell, or Vice Chair, Joseph B. Cherry, of the Hardee County Industrial Development Authority are each individually hereby authorized to make transfer of funds and to sign documents necessary to effectuate the IDA’s responsibilities pursuant to and under the Contract, including specific authorization to sign all documents and to transfer all funds necessary to effectuate the Closing of the

purchase of the Property pursuant to the terms of the Contract.

5. This resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED this 12th day of October, 2023 by the Board of the Hardee County Industrial Development Authority.

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
W. Lee Mikell, its Chair

ATTEST:
By: _____
Name: _____

Hardee County Economic Development
Balance Sheet
As of September 30, 2023

	<u>Sep 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
Wauchula State Bank	173,577.99
Total Checking/Savings	173,577.99
Total Current Assets	173,577.99
Fixed Assets	
Accum. Depreciation	-11,409.75
Office Equipment	36,707.54
Total Fixed Assets	25,297.79
TOTAL ASSETS	<u>198,875.78</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts payable	6,013.73
Total Accounts Payable	6,013.73
Total Current Liabilities	6,013.73
Total Liabilities	6,013.73
Equity	
3010 · Unrestrict (retained earnings)	144,316.53
Net Income	48,545.52
Total Equity	192,862.05
TOTAL LIABILITIES & EQUITY	<u>198,875.78</u>

Hardee County Economic Development
Profit & Loss
September 2023

	<u>Sep 23</u>
Ordinary Income/Expense	
Income	
Rent	1,000.00
Total Income	1,000.00
Expense	
023-0 · Life/Health Insurance	10,327.32
025-0 · Payroll Expenses	42,363.96
031-0 · Professional Services	8,451.45
040-0 · Travel	590.88
043-0 · Utilities	1,695.47
044-0 · Rentals/Leases	2,297.32
046-0 · Repairs & Maintenance	110.00
048-0 · Promotional	1,376.74
051-0 · Office Supplies	4,765.86
052-0 · Operating Supplies	656.72
054-0 · Books, Dues, & Subscriptions	15,551.77
8500 · Misc expenses	786.66
Total Expense	88,974.15
Net Ordinary Income	-87,974.15
Net Income	<u><u>-87,974.15</u></u>

Hardee County Industrial Development Authority

Balance Sheet

As of September 30, 2023

10/09/23

Accrual Basis

	<u>Sep 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
101009 · WSB Sales (GF)	2,018,819.16
101013 · WSB Mosaic CD	6,176,985.13
101014 · WSB Mosaic Checking	6,290,516.97
Total Checking/Savings	14,486,321.26
Accounts Receivable	
115001 · Accounts Receivable Rental Inc	43,203.51
Total Accounts Receivable	43,203.51
Other Current Assets	
133016 · R. Riverter LOC	113,710.98
Total Other Current Assets	113,710.98
Total Current Assets	14,643,235.75
Fixed Assets	
Land Available for Sale	
161908 · Original Purchase Hwy 62 Pro...	887,943.00
161909 · Original Purchase Park Impro...	16,911.87
161910 · Terrell Property	1,141,500.00
161911 · Original Purchase less props...	-852,300.81
161912 · Contribution of Lot 13B/improv	90,621.74
161913 · Fair value writedown - FYE 20...	-526,600.00
161914 · Fair Value writedown - FYE 20...	-225,000.00
Total Land Available for Sale	533,075.80
Total Fixed Assets	533,075.80
Other Assets	
Due From Other Funds	
140001 · Due from GF	687,581.49
240000 · Due to SR	-687,581.49
Total Due From Other Funds	0.00
Due From Other Governments	
133001 · Due from EDA	125,000.00
Total Due From Other Governments	125,000.00
Total Other Assets	125,000.00
TOTAL ASSETS	<u>15,301,311.55</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
220004 · Sales Tax Payable	11,061.24
220012 · Riveter Security Deposit	1,250.00
25500 · *Sales Tax Payable	4,113.30
Total Other Current Liabilities	16,424.54
Total Current Liabilities	16,424.54
Total Liabilities	16,424.54
Equity	
Fund Balance	
3000 · Nonspendable	615,385.83
3001 · Restrcted for Economic Dev Proj	14,383,272.88
3003 · Unassigned	1,913,356.04

Hardee County Industrial Development Authority

Balance Sheet

As of September 30, 2023

	<u>Sep 30, 23</u>
Total Fund Balance	16,912,014.75
32000 - Unrestricted Net Assets	714,919.13
Net Income	<u>-2,342,046.87</u>
Total Equity	<u>15,284,887.01</u>
TOTAL LIABILITIES & EQUITY	<u><u>15,301,311.55</u></u>

Hardee County Industrial Development Authority

Profit & Loss

September 2023

	<u>Sep 23</u>
Ordinary Income/Expense	
Income	
361100 · Interest Income gen fd	5,120.16
361101 · Interest income Mosaic accts	37,759.54
362001 · Rental Income	69,520.69
369902 · Misc. Income Gen Fd	500.00
Total Income	<u>112,900.39</u>
Expense	
519207 · Misc. Other Expenses	2.00
5193100 · Professional Fees Legal	6,158.94
5193105 · Professional Fees	34,192.50
5193400 · Landscaping and Grounds	31,275.00
5194301 · Utilities	8,947.26
519450 · Insurance Expense	34,960.22
519460 · Repairs and Maintenance GF	33,931.53
5194601 · Repairs and Maintenance	1,471.24
519840 · Grant expenses	3,500.00
6000 · Capital Outlay	-1,999.64
Total Expense	<u>152,439.05</u>
Net Ordinary Income	-39,538.66
Other Income/Expense	
Other Income	
Sales Tax Collection Allowance	105.42
Total Other Income	<u>105.42</u>
Net Other Income	105.42
Net Income	<u><u>-39,433.24</u></u>

Hardee County Industrial Development Authority

Profit & Loss by Class

10/09/23

September 2023

Accrual Basis

	943 S. 6th Ave (General Fund)	Wauchula Fresh (General Fund)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00
362001 · Rental Income	0.00	8,000.00
369902 · Misc. Income Gen Fd	0.00	0.00
Total Income	0.00	8,000.00
Expense		
519207 · Misc. Other Expenses	0.00	0.00
5193100 · Professional Fees Legal	0.00	0.00
5193105 · Professional Fees	2,500.00	0.00
5193400 · Landscaping and Groun...	1,475.00	0.00
5194301 · Utilities	347.83	0.00
519450 · Insurance Expense	0.00	0.00
519460 · Repairs and Maintenance...	21,580.55	0.00
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	0.00	0.00
6000 · Capital Outlay	0.00	0.00
Total Expense	25,903.38	0.00
Net Ordinary Income	-25,903.38	8,000.00
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	0.00
Total Other Income	0.00	0.00
Net Other Income	0.00	0.00
Net Income	-25,903.38	8,000.00

Hardee County Industrial Development Authority

Profit & Loss by Class

10/09/23

September 2023

Accrual Basis

	126 W. Main (General Fund)	Administrative (General Fund)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00
362001 · Rental Income	0.00	0.00
369902 · Misc. Income Gen Fd	0.00	0.00
Total Income	0.00	0.00
Expense		
519207 · Misc. Other Expenses	0.00	0.00
5193100 · Professional Fees Legal	0.00	6,158.94
5193105 · Professional Fees	0.00	0.00
5193400 · Landscaping and Groun...	0.00	0.00
5194301 · Utilities	513.61	0.00
519450 · Insurance Expense	0.00	0.00
519460 · Repairs and Maintenance...	5,000.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	0.00	0.00
6000 · Capital Outlay	0.00	0.00
Total Expense	5,513.61	6,158.94
Net Ordinary Income	-5,513.61	-6,158.94
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	0.00
Total Other Income	0.00	0.00
Net Other Income	0.00	0.00
Net Income	-5,513.61	-6,158.94

Hardee County Industrial Development Authority

Profit & Loss by Class

10/09/23

September 2023

Accrual Basis

	Incubator Overhead (General Fund)	Mancini Foods (General Fund)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00
362001 · Rental Income	6,016.00	13,037.50
369902 · Misc. Income Gen Fd	0.00	0.00
Total Income	6,016.00	13,037.50
Expense		
519207 · Misc. Other Expenses	0.00	0.00
5193100 · Professional Fees Legal	0.00	0.00
5193105 · Professional Fees	0.00	0.00
5193400 · Landscaping and Groun...	850.00	0.00
5194301 · Utilities	3,403.21	0.00
519450 · Insurance Expense	0.00	0.00
519460 · Repairs and Maintenance...	1,059.03	0.00
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	0.00	0.00
6000 · Capital Outlay	0.00	0.00
Total Expense	5,312.24	0.00
Net Ordinary Income	703.76	13,037.50
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	17.85	21.19
Total Other Income	17.85	21.19
Net Other Income	17.85	21.19
Net Income	721.61	13,058.69

Hardee County Industrial Development Authority

10/09/23

Profit & Loss by Class

Accrual Basis

September 2023

	Property Management (General Fund)	Spec Bldg 1&3 Florikan Rental (General Fund)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00
362001 · Rental Income	2,236.99	10,872.46
369902 · Misc. Income Gen Fd	0.00	0.00
Total Income	2,236.99	10,872.46
Expense		
519207 · Misc. Other Expenses	0.00	0.00
5193100 · Professional Fees Legal	0.00	0.00
5193105 · Professional Fees	5,250.00	0.00
5193400 · Landscaping and Groun...	27,275.00	0.00
5194301 · Utilities	1,041.47	0.00
519450 · Insurance Expense	5,039.82	0.00
519460 · Repairs and Maintenance...	6,291.95	0.00
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	0.00	0.00
6000 · Capital Outlay	-2,925.00	0.00
Total Expense	41,973.24	0.00
Net Ordinary Income	-39,736.25	10,872.46
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	1.00	17.67
Total Other Income	1.00	17.67
Net Other Income	1.00	17.67
Net Income	-39,735.25	10,890.13

Hardee County Industrial Development Authority

Profit & Loss by Class

10/09/23

September 2023

Accrual Basis

	Spec Building 4 (Kinbro) (General Fund)	Spec Building 5 (2280 CT) (General Fund)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00
362001 · Rental Income	0.00	13,241.75
369902 · Misc. Income Gen Fd	0.00	0.00
Total Income	0.00	13,241.75
Expense		
519207 · Misc. Other Expenses	1.00	1.00
5193100 · Professional Fees Legal	0.00	0.00
5193105 · Professional Fees	0.00	0.00
5193400 · Landscaping and Groun...	0.00	0.00
5194301 · Utilities	0.00	0.00
519450 · Insurance Expense	19,790.20	37,674.85
519460 · Repairs and Maintenance...	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	0.00	0.00
6000 · Capital Outlay	0.00	0.00
Total Expense	19,791.20	37,675.85
Net Ordinary Income	-19,791.20	-24,434.10
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	21.52
Total Other Income	0.00	21.52
Net Other Income	0.00	21.52
Net Income	-19,791.20	-24,412.58

Hardee County Industrial Development Authority

Profit & Loss by Class

10/09/23

September 2023

Accrual Basis

	Spec Building 8- Riveter (General Fund)	Spec Bldg 10 (Mach Connectio... (General Fund)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00
362001 · Rental Income	0.00	7,365.99
369902 · Misc. Income Gen Fd	0.00	0.00
Total Income	0.00	7,365.99
Expense		
519207 · Misc. Other Expenses	0.00	0.00
5193100 · Professional Fees Legal	0.00	0.00
5193105 · Professional Fees	0.00	0.00
5193400 · Landscaping and Groun...	0.00	0.00
5194301 · Utilities	3,594.14	0.00
519450 · Insurance Expense	0.00	0.00
519460 · Repairs and Maintenance...	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	0.00	0.00
6000 · Capital Outlay	0.00	0.00
Total Expense	3,594.14	0.00
Net Ordinary Income	-3,594.14	7,365.99
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	11.97
Total Other Income	0.00	11.97
Net Other Income	0.00	11.97
Net Income	-3,594.14	7,377.96

Hardee County Industrial Development Authority

Profit & Loss by Class

10/09/23

September 2023

Accrual Basis

	Spec Building 11- 62 Warehouse (General Fund)	Winn Dixie Property - GF (General Fund)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00
362001 · Rental Income	0.00	8,750.00
369902 · Misc. Income Gen Fd	0.00	0.00
Total Income	0.00	8,750.00
Expense		
519207 · Misc. Other Expenses	0.00	0.00
5193100 · Professional Fees Legal	0.00	0.00
5193105 · Professional Fees	0.00	0.00
5193400 · Landscaping and Groun...	525.00	0.00
5194301 · Utilities	0.00	0.00
519450 · Insurance Expense	0.00	-27,544.65
519460 · Repairs and Maintenance...	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	0.00	0.00
6000 · Capital Outlay	0.00	0.00
Total Expense	525.00	-27,544.65
Net Ordinary Income	-525.00	36,294.65
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	14.22
Total Other Income	0.00	14.22
Net Other Income	0.00	14.22
Net Income	-525.00	36,308.87

Hardee County Industrial Development Authority

10/09/23

Profit & Loss by Class

Accrual Basis

September 2023

	General Fund - Other (General Fund)	Total General Fund
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	5,120.16	5,120.16
361101 · Interest income Mosaic a...	0.00	0.00
362001 · Rental Income	0.00	69,520.69
369902 · Misc. Income Gen Fd	0.00	0.00
Total Income	5,120.16	74,640.85
Expense		
519207 · Misc. Other Expenses	0.00	2.00
5193100 · Professional Fees Legal	0.00	6,158.94
5193105 · Professional Fees	0.00	7,750.00
5193400 · Landscaping and Groun...	0.00	30,125.00
5194301 · Utilities	0.00	8,900.26
519450 · Insurance Expense	0.00	34,960.22
519460 · Repairs and Maintenance...	0.00	33,931.53
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	0.00	0.00
6000 · Capital Outlay	0.00	-2,925.00
Total Expense	0.00	118,902.95
Net Ordinary Income	5,120.16	-44,262.10
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	105.42
Total Other Income	0.00	105.42
Net Other Income	0.00	105.42
Net Income	5,120.16	-44,156.68

Hardee County Industrial Development Authority

Profit & Loss by Class

10/09/23

September 2023

Accrual Basis

	Spec Bldg 12- Lot 2 (Special Revenue)	Ag Test Plot (Special Revenue)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00
362001 · Rental Income	0.00	0.00
369902 · Misc. Income Gen Fd	0.00	500.00
Total Income	0.00	500.00
Expense		
519207 · Misc. Other Expenses	0.00	0.00
5193100 · Professional Fees Legal	0.00	0.00
5193105 · Professional Fees	1,087.50	0.00
5193400 · Landscaping and Groun...	0.00	0.00
5194301 · Utilities	0.00	47.00
519450 · Insurance Expense	0.00	0.00
519460 · Repairs and Maintenance...	0.00	0.00
5194601 · Repairs and Maintenance	0.00	1,471.24
519840 · Grant expenses	0.00	0.00
6000 · Capital Outlay	0.00	0.00
Total Expense	1,087.50	1,518.24
Net Ordinary Income	-1,087.50	-1,018.24
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	0.00
Total Other Income	0.00	0.00
Net Other Income	0.00	0.00
Net Income	-1,087.50	-1,018.24

Hardee County Industrial Development Authority

Profit & Loss by Class

10/09/23

September 2023

Accrual Basis

	IDA Marketing Program (Special Revenue)	Spec Building 8- Riveter (Special Revenue)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00
362001 · Rental Income	0.00	0.00
369902 · Misc. Income Gen Fd	0.00	0.00
Total Income	0.00	0.00
Expense		
519207 · Misc. Other Expenses	0.00	0.00
5193100 · Professional Fees Legal	0.00	0.00
5193105 · Professional Fees	25,355.00	0.00
5193400 · Landscaping and Groun...	0.00	0.00
5194301 · Utilities	0.00	0.00
519450 · Insurance Expense	0.00	0.00
519460 · Repairs and Maintenance...	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	3,500.00	0.00
6000 · Capital Outlay	0.00	925.36
Total Expense	28,855.00	925.36
Net Ordinary Income	-28,855.00	-925.36
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	0.00
Total Other Income	0.00	0.00
Net Other Income	0.00	0.00
Net Income	-28,855.00	-925.36

Hardee County Industrial Development Authority

Profit & Loss by Class

10/09/23

September 2023

Accrual Basis

	Winn Dixie Property (Special Revenue)	Special Revenue - Other (Special Revenue)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest income Mosaic a...	0.00	37,759.54
362001 · Rental Income	0.00	0.00
369902 · Misc. Income Gen Fd	0.00	0.00
Total Income	0.00	37,759.54
Expense		
519207 · Misc. Other Expenses	0.00	0.00
5193100 · Professional Fees Legal	0.00	0.00
5193105 · Professional Fees	0.00	0.00
5193400 · Landscaping and Groun...	1,150.00	0.00
5194301 · Utilities	0.00	0.00
519450 · Insurance Expense	0.00	0.00
519460 · Repairs and Maintenance...	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	0.00	0.00
6000 · Capital Outlay	0.00	0.00
Total Expense	1,150.00	0.00
Net Ordinary Income	-1,150.00	37,759.54
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	0.00
Total Other Income	0.00	0.00
Net Other Income	0.00	0.00
Net Income	-1,150.00	37,759.54

Hardee County Industrial Development Authority

10/09/23

Profit & Loss by Class

Accrual Basis

September 2023

	Total Special Revenue	TOTAL
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	5,120.16
361101 · Interest income Mosaic a...	37,759.54	37,759.54
362001 · Rental Income	0.00	69,520.69
369902 · Misc. Income Gen Fd	500.00	500.00
Total Income	38,259.54	112,900.39
Expense		
519207 · Misc. Other Expenses	0.00	2.00
5193100 · Professional Fees Legal	0.00	6,158.94
5193105 · Professional Fees	26,442.50	34,192.50
5193400 · Landscaping and Groun...	1,150.00	31,275.00
5194301 · Utilities	47.00	8,947.26
519450 · Insurance Expense	0.00	34,960.22
519460 · Repairs and Maintenance...	0.00	33,931.53
5194601 · Repairs and Maintenance	1,471.24	1,471.24
519840 · Grant expenses	3,500.00	3,500.00
6000 · Capital Outlay	925.36	-1,999.64
Total Expense	33,536.10	152,439.05
Net Ordinary Income	4,723.44	-39,538.66
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	105.42
Total Other Income	0.00	105.42
Net Other Income	0.00	105.42
Net Income	4,723.44	-39,433.24

Hardee County Industrial Development Authority
Balance Sheet
As of September 30, 2023

	Sep 30, 23
ASSETS	
Current Assets	
Checking/Savings	
Ona Mine- Mosaic	8,656,841.54
Total Checking/Savings	8,656,841.54
Other Current Assets	
Rent receivable	279,954.60
Total Other Current Assets	279,954.60
Total Current Assets	8,936,796.14
TOTAL ASSETS	8,936,796.14
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts Payable	20,545.53
Deferred Inflow	205,990.71
Sales Tax Payable	2,985.98
Total Other Current Liabilities	229,522.22
Total Current Liabilities	229,522.22
Total Liabilities	229,522.22
Equity	
Retained Earnings	7,030,382.60
Net Income	1,676,891.32
Total Equity	8,707,273.92
TOTAL LIABILITIES & EQUITY	8,936,796.14

Hardee County Industrial Development Authority
Profit & Loss
September 2023

	Sep 23
Ordinary Income/Expense	
Income	
Interest Income	21,757.78
Rental Income	22,497.34
Total Income	44,255.12
Expense	
Capital Outlay	10,000.00
Grant Expenditures	
Administrative Funds	
Transfer Out- EDC	67,492.03
Total Administrative Funds	67,492.03
Hardee Co. Education Foundat...	46,218.74
Hardee County Fair	150,000.00
Parking Facilities	8,886.36
Total Grant Expenditures	272,597.13
Total Expense	282,597.13
Net Ordinary Income	-238,342.01
Other Income/Expense	
Other Income	
Sales Tax Collection Allowance	30.00
Total Other Income	30.00
Net Other Income	30.00
Net Income	-238,312.01

Hardee County Industrial Development Authority
Profit & Loss by Class
September 2023

	Gen Economic Dev Fd	Infrastructure Dev Fund	TOTAL
Ordinary Income/Expense			
Income			
Interest Income	21,757.78	0.00	21,757.78
Rental Income	22,497.34	0.00	22,497.34
Total Income	44,255.12	0.00	44,255.12
Expense			
Capital Outlay	10,000.00	0.00	10,000.00
Grant Expenditures			
Administrative Funds			
Transfer Out- EDC	67,492.03	0.00	67,492.03
Total Administrative Funds	67,492.03	0.00	67,492.03
Hardee Co. Education Foundat...	46,218.74	0.00	46,218.74
Hardee County Fair	150,000.00	0.00	150,000.00
Parking Facilities	0.00	8,886.36	8,886.36
Total Grant Expenditures	263,710.77	8,886.36	272,597.13
Total Expense	273,710.77	8,886.36	282,597.13
Net Ordinary Income	-229,455.65	-8,886.36	-238,342.01
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	30.00	0.00	30.00
Total Other Income	30.00	0.00	30.00
Net Other Income	30.00	0.00	30.00
Net Income	-229,425.65	-8,886.36	-238,312.01