

## **PART E –CONTRACT**

This Contract is entered into as of the date last executed, (the “Effective Date”), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and C&T Contracting Services, LLC its successors, executors, administrators and assigns, hereinafter referred to as the “Contractor”.

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid #:25-021, Septage Receiving and Leachate Treatment System.

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor’s Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of \$ 21,180,000.00 plus the Allowance Work amount of \$ 250,000.00 the total sum being \$ 21,430,000.00. This total contract price shall be reduced by the unused amount of the allowance if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor’s Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 425 calendar days from the Start Date memorialized within the Notice

to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial Occupancy has been reached. The County and the Contractor agree the balance of all Work to be performed after execution of the Certificate of Substantial Completion shall be complete within 60 days from the date noted on the Certificate of Substantial Completion and shall be evidenced by execution of the Certificate of Final Completion. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 485 days. The allowance time for this project is 60 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contractor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACY M. BUTTERFIELD, CLERK

COUNTY: POLK COUNTY, a political  
subdivision of the State of Florida

BY: \_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
T.R. WILSON, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN \_\_\_\_\_

Reviewed as to form and legal sufficiency.

Noah Miller

4/3/2025

County Attorney's Office

Date

ATTEST:

Hannah Lamon  
Corporate Secretary

SEAL

CONTRACTOR: GAT Contracting Services LLC

BY: [Signature]  
Authorized Corporate Officer or Individual

Christopher Telvin

(Printed or Typed Name of Signer)

President

(Printed or Typed Title of Signer)

11023 Countryway Blvd. Tampa, FL 33626  
(Business Address of Contractor)

813-616-3210

(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Hillsborough

The foregoing instruments was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3-31-25 (Date) by Christopher Nelson (Name of officer or agent) as \_\_\_\_\_ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this March 31, 2025 (Date)

Louise B. Eckhouse (Official Notary Signature and Notary Seal)  
Louise B. Eckhouse (Name of Notary typed, printed or stamped)

Commission Number 569082 Commission Expiration Date 7-22-28



ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of officer or agent) as \_\_\_\_\_ (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Official Notary Signature and Notary Seal)  
\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Official Notary Signature and Notary Seal)  
\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
C & T CONTRACTING SERVICES, LLC

### Filing Information

<b>Document Number</b>	L17000037447
<b>FEI/EIN Number</b>	82-0670915
<b>Date Filed</b>	02/16/2017
<b>Effective Date</b>	02/13/2017
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

11023 Countryway Blvd  
Tampa, FL 33626

Changed: 09/08/2021

### Mailing Address

11023 Countryway Blvd  
Tampa, FL 33626

Changed: 09/08/2021

### Registered Agent Name & Address

TELSON, CHRISTOPHER A  
11023 Countryway Blvd.  
Tampa, FL 33626

Address Changed: 01/24/2022

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

TELSON, CHRISTOPHER A  
11023 COUNTRYWAY BLVD  
TAMPA, FL 33626

Title MGR

CISNEROS, JOSE  
11023 Countryway Blvd  
Tampa, FL 33626

Annual Reports

Report Year	Filed Date
2023	01/09/2023
2024	03/03/2024
2025	02/08/2025

Document Images

<a href="#">02/08/2025 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/03/2024 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/09/2023 -- ANNUAL REPORT</a>	View image in PDF format
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<a href="#">03/18/2020 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/02/2019 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/25/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/16/2017 -- Florida Limited Liability</a>	View image in PDF format



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**TELSON, CHRISTOPHER A**  
C & T CONTRACTING SERVICES, LLC  
11023 COUNTRYWAY BLVD.  
TAMPA FL 33626

**LICENSE NUMBER: CGC1526843**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 07/24/2024

Do not alter this document in any form.

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



**EXHIBIT II: PUBLIC CONSTRUCTION BOND**

**FRONT PAGE  
F.S. CHAPTER 255.05**

BOND NO.: 1002735

CONTRACTOR NAME: C&T Contracting Services, LLC

CONTRACTOR ADDRESS: 11023 Countryway Blvd. Tampa, FL 33626

CONTRACTOR PHONE NO: (813) 616-3210

SURETY COMPANY: FCCI Insurance Company  
6300 University Parkway Sarasota, FL 34240-8424  
(800) 266-3224

OWNER NAME: Polk County, a political subdivision of the State of Florida  
OWNER ADDRESS: 330 W. Church St  
Bartow, FL 33830  
OWNER PHONE NO: (863) 534-6757

OBLIGEE NAME: (if  
contracting entity is different  
from the owner, the contracting  
public entity) N/A

OBLIGEE ADDRESS: N/A

OBLIGEE PHONE NO: N/A

BOND AMOUNT: \$ 21,430,000.00

CONTRACT NUMBER: Bid 25-021 Septage Receiving and Leachate Treatment  
System

GENERAL DESCRIPTION  
OF PROJECT: Furnish all labor, materials, and supervision  
for the construction of the Septage Receiving  
and Leachate System at the North Central Landfill

PROJECT LOCATION: Polk County's North Central Landfill, 10 Environmental Loop,  
Winter Haven, FL 33880



EXHIBIT II (cont'd): PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That C & T Contracting Services, LLC., as Principal, and FCCI Insurance Company, as Surety, located at 6300 University Parkway Sarasota, FL 34240-8424, (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of (\$21,430,000.00 - Twenty-One Million Four Hundred Thirty Thousand Dollars and 00/100) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and County for construction of the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof:

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

PRINCIPAL: C & T Contracting Services, LLC.

BY: \_\_\_\_\_ (SEAL)  
Authorized Signature (Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Christopher Telson  
Printed Name

President  
Title of Person Signing Above

ATTEST:

SURETY: FCCI Insurance Company  
Printed Name

Hallie Martin  
Witness - Hallie Martin

BY: Jessie Sloan  
Jessie Sloan, Attorney-In-Fact &  
Florida Licensed Resident Agent



Printed Name

Chyna Bullen  
Witness - Chyna Bullen

6300 University Parkway  
Business Address

Sarasota, FL 34240-8424

Inquiries: (321) 800-6594

**EXHIBIT III: PAYMENT OF STORED MATERIALS**

As regards payment for stored materials on Bid # 25-021, Septage Receiving and Leachate Treatment System, and the inclusion by C & T Contracting Services, LLC. (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

**AS TO THE PERFORMANCE BOND:**

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal's obligation to timely complete the project according to the contract specifications.

**AS TO THE LABOR AND MATERIALS PAYMENT BOND:**

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by FCCI Insurance Company



\_\_\_\_\_  
Jessie Sloan, Attorney-In-Fact &  
Florida Licensed Resident Agent

Inquiries: (321) 800-6594



# AM Best Rating Services

## FCCI Insurance Company

BestLink  AMB #: 011257 NAIC #: 10178 FEIN #: 591365094

### Mailing Address

6300 University Parkway  
Sarasota, Florida 34240-8424  
[United States](#)

**Web:** [www.fcci-group.com](http://www.fcci-group.com)

**Phone:** 941-907-3224

**Fax:** 941-907-2709

[View Additional Address Information](#)

**AM Best Rating Unit:** [AMB #: 018290 - FCCI Insurance Group](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [050127 - FCCI Mutual Insurance Holding Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 11, 2024
Initial Rating Date:	December 18, 1995

#### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.

**Senior Financial Analyst:** Christopher Lewis

**Director:** Doniella Pliss

**Note:** See the [Disclosure information Form](#) or [Press Release](#) below for the office and analyst at the time of the rating event.

#### Long-Term Issuer Credit View Definition

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 11, 2024
Initial Rating Date:	June 05, 2007

#### Disclosure Information

##### Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

View AM Best's [Rating Review Form](#)

#### Financial Size Category View Definition

**Financial Size Category:** XII (USD 1.00 Billion to Less than 1.25 Billion)

## FCCI Insurance Company

(NAIC #10178)

BUSINESS ADDRESS: 6300 University Parkway, Sarasota, FL 34240 - 8424.

PHONE: (800) 226-3224.

UNDERWRITING LIMITATION b/: \$85,566,000.

SURETY LICENSES c,f/: AL, AZ, AR, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Florida.

**From:** [Jessie Sloan](#)  
**To:** [Goldstein, Ari](#)  
**Cc:** [Jorge L. Bracamonte](#); [Christopher Telson](#)  
**Subject:** [EXTERNAL]: RE: [EXTERNAL]: Fwd: P&P Bond - Polk County  
**Date:** Monday, March 31, 2025 2:48:24 PM


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Hi Ari,

Absolutely! 5% of their total bid amount (\$21,430,000.00) comes out to \$1,071,500.00.

Let me know if you need anything else.

Have a great day!

Jessie Sloan, AFSB 

Office Manager

JCA Surety Group, LLC | 123 Zelma St. Suite A | Orlando, FL 32803

O. [321.800.6594](tel:321.800.6594) Ext. 1001 | F. [407.264.8321](tel:407.264.8321)

DBE | SBE | MBE | MWBE | LDBE

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**From:** Goldstein, Ari <AriGoldstein@polk-county.net>  
**Sent:** Monday, March 31, 2025 1:57 PM  
**To:** Jessie Sloan <Jessie@jcasurety.com>  
**Cc:** Jorge L. Bracamonte <jb@jcasurety.com>; Christopher Telson <chris@ctcontractingservices.com>  
**Subject:** RE: [EXTERNAL]: Fwd: P&P Bond - Polk County

Hi Jesse,

Can you confirm the amount of the 5%? We need the dollar amount to attach with the bond as part of the contract file.

Thank you,



**Ari Goldstein, CPP**

Senior Procurement Analyst

Procurement Division

Polk County Board of County Commissioners

330 W. Church Street, PO Box 9005, Drawer AS05

Bartow, FL 33831-9005

DESK: 863.534.6415

**FAX:** 863.534.6789

**[arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net)**

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**From:** Jessie Sloan <[jessie@jcasurety.com](mailto:jessie@jcasurety.com)>

**Sent:** Monday, March 31, 2025 12:12 PM

**To:** Goldstein, Ari <[AriGoldstein@polk-county.net](mailto:AriGoldstein@polk-county.net)>

**Cc:** Jorge L. Bracamonte <[jb@jcasurety.com](mailto:jb@jcasurety.com)>; Christopher Telson <[chris@ctcontractingservices.com](mailto:chris@ctcontractingservices.com)>

**Subject:** [EXTERNAL]: RE: [EXTERNAL]: Fwd: P&P Bond - Polk County

 You don't often get email from [jessie@jcasurety.com](mailto:jessie@jcasurety.com). [Learn why this is important](#)

Good morning Ari,


I hope you're doing well.

The bid bond was issued at five percent (5%) of the bid amount, guaranteeing that the performance and payment bonds would be executed. Since the performance and payment bonds have already been issued by the same surety as the bid bond, please let me know if you require any additional documentation.

I can confirm that both the bid bond and the performance & payment bonds have been issued and are valid.

I look forward to hearing back.

Thank you!

Jessie Sloan, AFSB 

Office Manager

JCA Surety Group, LLC | 123 Zelma St. Suite A | Orlando, FL 32803

O. [321.800.6594](tel:321.800.6594) Ext. 1001 | F. [407.264.8321](tel:407.264.8321) |

DBE | SBE | MBE | MWBE | LDBE

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**From:** Christopher Telson <[chris@ctcontractingservices.com](mailto:chris@ctcontractingservices.com)>

**Sent:** Monday, March 31, 2025 11:46 AM

**To:** Jorge L. Bracamonte <[jb@jcasurety.com](mailto:jb@jcasurety.com)>; Goldstein, Ari <[arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net)>

**Subject:** Fwd: [EXTERNAL]: Fwd: P&P Bond - Polk County

Good morning Jorge -

Can you provide an email directly to Ari as he had requested regarding the bid bond?

**PART D – EXHIBITS**

**EXHIBIT I: BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we C & T Contracting Services, LLC. (hereinafter called the Principal) and FCCI Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Florida, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid 25-021, Septage Receiving and Leachate Treatment System.

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 18th day of December 2024.



ATTEST:

PRINCIPAL: C & T Contracting Services, LLC.  
11023 Countryway Blvd. Tampa, FL 33626

BY: [Signature] (SEAL)  
Authorized Signature (Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Christopher Telson  
Printed Name

President  
Title of Person Signing Above

ATTEST:

SURETY: FCCI Insurance Company  
Printed Name

[Signature]  
Witness - Hallie Martin

[Signature]  
Witness - Diana Alvarez

BY: [Signature] (SEAL)  
Attorney in Fact  
Jessie Sloan, Attorney-In-Fact &  
Florida Licensed Resident Agent  
Printed Name

6300 University Parkway  
Sarasota, FL 34240-8424  
Business Address

Inquiries: (321) 800-6594

NOTES:

1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.



## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jorge Bracamonte; Jessie Sloan; Karla Tomaszewski

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

Peggy Snow  
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 18th day of December, 2024

Christopher Shoucair  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company



**Date: 12/12/2024**

**C & T Contracting Services, LLC.  
11023 Countryway Blvd.  
Tampa, FL 33626**

**Project: Bid 25-021, Septage Receiving and Leachate Treatment System**

**Dear Chris,**

The bid bond for the above referenced job has language on the bid bond form that implies you need to write out the percentage of your bid amount in dollar value on the bond form. Please let us know if you have any questions.

Thank you,

**Jessie Sloan  
Contract Surety Account Manager  
Inquiries: (321) 800-6594**

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Marsh &amp; McLennan Agency</b> <b>Bouchard Region</b> <b>101 N. Starcrest Drive</b> <b>Clearwater, FL 33765</b>	<b>CONTACT NAME:</b> Danae M. Carney	
	<b>PHONE (A/C, No, Ext):</b> 727 447-6481	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> clcerts@marshmma.com		
<b>INSURED</b> <b>C&amp;T Contracting Services LLC</b> <b>11023 Countryway Blvd</b> <b>Tampa, FL 33626</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Mesa Underwriters Specialty Insurance C	<b>NAIC #</b> 36838
	<b>INSURER B:</b> Scottsdale Insurance Company	<b>NAIC #</b> 41297
	<b>INSURER C:</b> Bridgefield Casualty Ins. Company	<b>NAIC #</b> 10335
	<b>INSURER D:</b> Westchester Surplus Lines Ins. Co.	<b>NAIC #</b> 10172
	<b>INSURER E:</b> AGCS Marine Insurance Company	<b>NAIC #</b> 22837
<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MP0082001008005	06/01/2024	06/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000	Y	Y	XLS1227840	06/01/2024	06/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	019653062	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	CL Pollution	Y	Y	G48621612001	06/01/2024	06/01/2025	2,000,000
E	CL Equipment			MXI9307982422415	06/01/2024	06/01/2025	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## \*\* Workers Comp Information \*\*

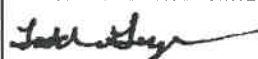
Proprietors/Partners/Executive Officers/Members Excluded:

Christopher Telson, Member

General Liability and Pollution is written on a primary and non-contributory basis when required by written (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Polk County Procurement Division</b> <b>P O Box 9005 Drawer 9505</b> <b>Bartow, FL 33831-9005</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

## DESCRIPTIONS (Continued from Page 1)

contract, agreement or permit and subject to the provisions and limitations of the policy.

Certificate holder is included as Additional Insured when required by written contract, agreement or permit, but only with respect to the General Liability, Umbrella and Pollution insurance and subject to the provisions and limitations of the policy.

Waiver of subrogation applies to General Liability, Umbrella, Pollution and Workers Compensation when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

Project: Bid #25-021, Septage Receiving and Leachate Treatment Facility

Complete Certificate Holder and Additional Insured: Polk County, a Political Subdivision of the State of Florida

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

NAMED INSURED: C&T Contracting Services LLC  
POLICY NUMBER: MP0082001008005

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



NAMED INSURED: C&T Contracting Services LLC  
POLICY NUMBER: MP0082001008005

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and

- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

NAMED INSURED: C&T Contracting Services LLC

POLICY NUMBER: 019653062

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**  
(Ed. 4-84)

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN  
THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR  
AGREEMENT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

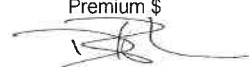
Policy No

Endorsement No.

Premium \$

Insurance Company

Countersigned by



**WC 00 03 13**  
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance.

NAMED INSURED: C&T Contracting Services LLC  
POLICY NUMBER: MP0082001008005

COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

Any person or organization where required by a written contract that was executed prior to the occurrence of a loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

INSURED: C&T Contracting Services LLC

POLICY #: MP0082001008005

POLICY PERIOD: 06/01/2024

TO 06/01/2025



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization: Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.

INSURED: C&T Contracting Services LLC

POLICY #: G48621612001

POLICY PERIOD: 06/01/2024

TO 06/01/2025



## ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

Named Insured C&T Contracting Services LLC			Endorsement Number
Policy Symbol CPW	Policy Number G48621612001	Policy Period 06/01/2024 TO 06/01/2025	Effective Date of Endorsement 06/01/2024
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### CONTRACTORS POLLUTION LIABILITY COVERAGE PART

#### SCHEDULE:

Name of Person(s) or Organization(s): As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:**

#### **Exclusions**

This insurance does not apply to injury or damage occurring after:

- a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or
- b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract or agreement; or
  - 2.** Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

INSURED: C&T Contracting Services LLC

POLICY #: G48621612001

POLICY PERIOD: 06/01/2024

TO 06/01/2025



## ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured C&T Contracting Services LLC			Endorsement Number
Policy Symbol CPW	Policy Number G48621612001	Policy Period 06/01/2024 TO 06/01/2025	Effective Date of Endorsement 06/01/2024
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

### SCHEDULE

Name of Person or Organization: As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard**, and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

# AM Best Rating Services

## Mesa Underwriters Specialty Insurance Company



AMB #: 013842 NAIC #: 36838 FEIN #: 751629914

### Mailing Address

40 Wantage Avenue  
Branchville, New Jersey 07890

[United States](#)

**Web:** [www.selective.com](http://www.selective.com)

**Phone:** 973-948-3000

**Fax:** 855-540-6760

[View Additional Address Information](#)

**AM Best Rating Unit:** [AMB #: 003926 - Selective Insurance Group](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058466 - Selective Insurance Group, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength View Definition

**Rating (Rating Category):** A+ (Superior)  
**Affiliation Code:** p (Pooled)  
**Outlook (or Implication):** Stable  
**Action:** Affirmed  
**Effective Date:** November 22, 2024  
**Initial Rating Date:** December 19, 2007

#### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.  
**Senior Financial Analyst:** Michael Cantalino  
**Director:** Edin Imsirovic  
**Note:** See the *Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

#### Long-Term Issuer Credit View Definition

**Rating (Rating Category):** aa- (Superior)  
**Outlook (or Implication):** Stable  
**Action:** Affirmed  
**Effective Date:** November 22, 2024  
**Initial Rating Date:** December 19, 2007

#### Disclosure Information

##### Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

##### Press Release

[AM Best Affirms Credit Ratings of Selective Insurance Group, Inc. and Its Subsidiaries](#)  
November 22, 2024

#### Financial Size Category View Definition

**Financial Size Category:** XV (Greater than or Equal to USD 2.00 Billion)



# AM Best Rating Services

## Westchester Surplus Lines Insurance Company

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

### Mailing Address

436 Walnut Street, P.O. Box 1000  
Philadelphia, Pennsylvania 19106  
[United States](#)

Web: [www.chubb.com](http://www.chubb.com)

Phone: 215-640-1000

[View Additional Address Information](#)

**AM Best Rating Unit:** [AMB #: 058303 - Chubb Limited](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058303 - Chubb Limited](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	June 30, 1972

#### Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.  
Director: Alan Murray  
Senior Director: Carlos Wong-Fupuy  
**Note:** See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

#### Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	August 16, 2005

#### Disclosure Information

##### Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

##### Press Release

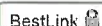
[AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries](#)  
December 12, 2024

#### Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

# AM Best Rating Services

## Scottsdale Insurance Company



AMB #: 003292 NAIC #: 41297 FEIN #: 311024978

### Mailing Address

One West Nationwide Blvd., 1-14-301  
Columbus, Ohio 43215-2220

[United States](#)

**Web:** [www.scottsdaleins.com](http://www.scottsdaleins.com)

**Phone:** 480-365-4000

**Fax:** 866-315-1430

[View Additional Address Information](#)

**AM Best Rating Unit:** [AMB #: 005987 - Nationwide Property & Casualty Group](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [002358 - Nationwide Mutual Insurance Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength View Definition

**Rating (Rating Category):** A (Excellent)  
**Affiliation Code:** r (Reinsured)  
**Outlook (or Implication):** Stable  
**Action:** Affirmed  
**Effective Date:** November 07, 2024  
**Initial Rating Date:** June 30, 1983

#### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.  
**Associate Director :** David Marek  
**Director:** Doniella Pliss  
**Note:** See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

#### Long-Term Issuer Credit View Definition

**Rating (Rating Category):** a+ (Excellent)  
**Outlook (or Implication):** Stable  
**Action:** Affirmed  
**Effective Date:** November 07, 2024  
**Initial Rating Date:** May 03, 2006

#### Disclosure Information

##### Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

##### Press Release

[AM Best Affirms Credit Ratings of Nationwide Mutual Insurance Company and Its Key Operating Subsidiaries](#)  
November 07, 2024

#### Financial Size Category View Definition

**Financial Size Category:** XV (Greater than or Equal to USD 2.00 Billion)

# AM Best Rating Services

## Bridgefield Casualty Insurance Company

BestLink  AMB #: 011812 NAIC #: 10335 FEIN #: 593269531

### Mailing Address

117 N. Massachusetts Avenue

Lakeland, Florida 33801

[United States](#)

**Web:** [www.summitholdings.com](http://www.summitholdings.com)

**Phone:** 863-665-6060

**Fax:** 513-369-5830

[View Additional Address Information](#)

**AM Best Rating Unit:** [AMB #: 003012 - Great American Contemporary Pool](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058317 - American Financial Group, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2024
Initial Rating Date:	January 18, 1999

#### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.  
**Associate Director :** Raymond Thomson, CPCU, ARe, ARM  
**Director:** Doniella Pliss  
**Note:** See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

#### Disclosure Information

##### Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

##### Press Release

[AM Best Affirms Credit Ratings of American Financial Group, Inc. and Its Key Operating Subsidiaries](#)  
 December 11, 2024

#### Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2024
Initial Rating Date:	January 25, 2006

#### Financial Size Category View Definition

**Financial Size Category:** X (USD 500 Million to Less than 750 Million)

# AM Best Rating Services

## AGCS Marine Insurance Company



AMB #: 002268 NAIC #: 22837 FEIN #: 366033855

### Mailing Address

225 W. Washington Street, Suite 1800  
Chicago, Illinois 60606-3484

[United States](#)

**Web:** [www.agcs.allianz.com](http://www.agcs.allianz.com)

**Phone:** 888-466-7883

**Fax:** 312-641-3797

[View Additional Address Information](#)

**AM Best Rating Unit:** [AMB #: 085014 - Allianz SE](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [085449 - Allianz SE](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	March 28, 2025
Initial Rating Date:	June 30, 1962

#### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.

**Senior Financial Analyst:** Michael Cantalino

**Director:** Rosemarie Mirabella

**Note:** See the *Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

#### Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	March 28, 2025
Initial Rating Date:	July 22, 2005

#### Disclosure Information

##### Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

##### Press Release

[AM Best Affirms Credit Ratings of Allianz SE and Its Rated Subs](#)

March 28, 2025

#### Financial Size Category View Definition

**Financial Size Category:** XV (Greater than or Equal to USD 2.00 Billion)

# AM Best Rating Services

## State Farm Mutual Automobile Insurance Company



AMB #: 002479 NAIC #: 25178 FEIN #: 370533100

### Mailing Address

One State Farm Plaza  
Bloomington, Illinois 61710

[United States](#)

**Web:** [www.statefarm.com](http://www.statefarm.com)

**Phone:** 309-766-2311

[View Additional Address Information](#)

**AM Best Rating Unit:** [AMB #: 000088 - State Farm Group](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [002479 - State Farm Mutual Automobile Ins Co](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength View Definition

**Rating (Rating Category):** A++ (Superior)  
**Outlook (or Implication):** Negative  
**Action:** Affirmed  
**Effective Date:** October 18, 2024  
**Initial Rating Date:** June 30, 1927

#### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.  
**Senior Financial Analyst:** Scott Foley  
**Director:** Alan Murray  
**Note:** See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

#### Long-Term Issuer Credit View Definition

**Rating (Rating Category):** aa+ (Superior)  
**Outlook (or Implication):** Negative  
**Action:** Affirmed  
**Effective Date:** October 18, 2024  
**Initial Rating Date:** June 11, 2007

#### Disclosure Information

##### Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

##### Press Release

[AM Best Affirms Credit Ratings of State Farm Mutual Automobile Insurance Company and Core Subsidiaries](#)  
October 18, 2024

#### Financial Size Category View Definition

**Financial Size Category:** XV (Greater than or Equal to USD 2.00 Billion)

# AM Best Rating Services

## State Farm Mutual Automobile Insurance Company



AMB #: 002479 NAIC #: 25178 FEIN #: 370533100

**Mailing Address**

One State Farm Plaza  
Bloomington, Illinois 61710  
[United States](#)

**Web:** [www.statefarm.com](http://www.statefarm.com)**Phone:** 309-766-2311[View Additional Address Information](#)**AM Best Rating Unit:** [AMB #: 000088 - State Farm Group](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [002479 - State Farm Mutual Automobile Ins Co](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

**Best's Credit Ratings****Financial Strength View Definition**

<b>Rating (Rating Category):</b>	A++ (Superior)
<b>Outlook (or Implication):</b>	Negative
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	October 18, 2024
<b>Initial Rating Date:</b>	June 30, 1927

**Best's Credit Rating Analyst****Rating Office:** A.M. Best Rating Services, Inc.**Senior Financial Analyst:** Scott Foley**Director:** Alan Murray

**Note:** See the [Disclosure information Form](#) or [Press Release](#) below for the office and analyst at the time of the rating event.

**Long-Term Issuer Credit View Definition**

<b>Rating (Rating Category):</b>	aa+ (Superior)
<b>Outlook (or Implication):</b>	Negative
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	October 18, 2024
<b>Initial Rating Date:</b>	June 11, 2007

**Disclosure Information****Disclosure Information Form**View AM Best's [Rating Disclosure Form](#)**Press Release**

[AM Best Affirms Credit Ratings of State Farm Mutual Automobile Insurance Company and Core Subsidiaries](#)  
October 18, 2024

**Financial Size Category View Definition**

**Financial Size Category:** XV (Greater than or Equal to USD 2.00 Billion)



EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of FLORIDA )  
 ) SS  
County of HILLSBOROUGH )

CHRIS TELSON, being first duly sworn, deposes and says that:

1. They are PRESIDENT of C&T CONTRACTING SERVICES, the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signature: [Signature] Title: President

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of December, 2024, by Chris Telson (name) as President (title of officer) of C&T Contracting Services (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Leslie M Walker

Notary Commission Number and Expiration: 3/9/2027

(AFFIX NOTARY SEAL)



LESLIE M. WALKER  
Commission # HH 342512  
Expires March 9, 2027

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of Florida

SS

County of Palm Beach

Tracey D. Jackson, being first duly sworn, deposes and says that:

1. They are CEO of Florida Aquastore & Utility Construction, hereafter referred to as the Subcontractor;  
They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to C&T Contracting Services the Contractor for certain work in connection with Bid: 25-021, Septage Receiving and Leachate Treatment System
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
4. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed [Signature]  
Title Chief Financial Officer

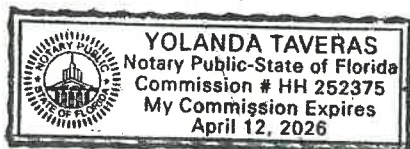
STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31<sup>st</sup> day of March, 20 25, by Tracey Jackson (name) as CFO (title of officer) of Florida Aquastore (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: [Signature]  
Printed Name of Notary Public: Yolanda Taveras  
Notary Commission Number and Expiration: 04-12-2026

(AFFIX NOTARY SEAL)





**EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of Florida )

SS

County of Lee )

Jeffery Westrick, being first duly sworn, deposes and says that:

1. They are President of Cypress Construction & Coating Inc., hereafter referred to as the Subcontractor;  
They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to C&T Contracting Services the Contractor for certain work in connection with Bid: 25-021, Septage Receiving and Leachate Treatment System
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
4. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed

Title

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1<sup>st</sup> day of April, 2025, by Jeffery Westrick (name) as President (title of officer) of Cypress Construction (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Nancy Castro

Notary Commission Number and Expiration: 9126120216

(AFFIX NOTARY SEAL)



**EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of Alabama

SS

County of Jefferson

Nan Johnson, being first duly sworn, deposes and says that:

1. They are Vice President of Revere Control Systems, LLC, hereafter referred to as the Subcontractor;  
They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to C&T Contracting Services the Contractor for certain work in connection with Bid: 25-021, Septage Receiving and Leachate Treatment System
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
4. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed Nan Johnson

Title Nan Johnson, Vice President

STATE OF Alabama

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31<sup>st</sup> day of March, 2025, by Nan Johnson (name) as Vice President (title of officer) of Revere Control Systems, LLC (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: Melissa C Stewart

Printed Name of Notary Public: Melissa C. Stewart

Notary Commission Number and Expiration: February 23, 2027

(AFFIX NOTARY SEAL)

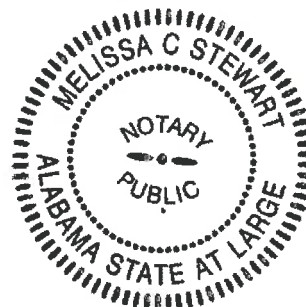


EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of Florida

SS

County of Hillsborough  
Christopher R. Hill

, being first duly sworn, deposes and says that:

1. They are \_\_\_\_\_ of Blackrock Asphalt Co., hereafter referred to as the Subcontractor;  
They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to C&T Contracting Services the Contractor for certain work in connection with Bid: 25-021, Septage Receiving and Leachate Treatment System
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
4. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed \_\_\_\_\_  
Title Director of Sales

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31 day of March, 2025, by Christopher Hill (name) as Director Sales (title of officer) of Blackrock Asphalt Co. (company name), on behalf of the company, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: Ann Strawser  
Printed Name of Notary Public: Ann Strawser

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

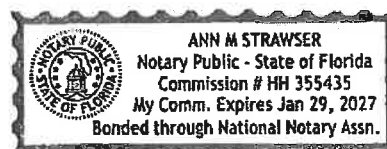


EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of Florida

SS

County of Hillsborough  
Patrick H. Allman

, being first duly sworn, deposes and says that:

1. They are General Managers of Odyssey Manufacturing Co., hereafter referred to as the Subcontractor;  
They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to C&T Contracting Services the Contractor for certain work in connection with Bid: 25-021, Septage Receiving and Leachate Treatment System
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
4. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed [Signature]  
Title General Manager

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31<sup>st</sup> day of March, 2025, by Patrick Allman (name) as General Manager (title of officer) of Odyssey Mfg. Company (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: Tiffany A. Thaxton

Printed Name of Notary Public: Tiffany A. Thaxton

Notary Commission Number and Expiration: 10/3/2027

(AFFIX NOTARY SEAL)



## EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of Florida

SS

County of Polk

David W. Smith, being first duly sworn, deposes and says that:

1. They are CEO of B.L. Smith Electric, Inc., hereafter referred to as the Subcontractor;  
They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to C&T Contracting Services the Contractor for certain work in connection with Bid: 25-021, Septage Receiving and Leachate Treatment System
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
4. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed   
Title CEO

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 3rd day of April, 2025, by David W. Smith (name) as CEO (title of officer) of B.L. Smith Electric, Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: 

Printed Name of Notary Public: Michelle Cinguino

Notary Commission Number and Expiration: HH534586 6/4/2028

(AFFIX NOTARY SEAL)



**MICHELLE CINGUINO**  
Notary Public  
State of Florida  
Comm# HH534586  
Expires 6/4/2028



EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of Florida

SS

County of Polk

B. Gannon Olmert

, being first duly sworn, deposes and says that:

1. They are President of A. Q. Wagner Construction, hereafter referred to as the Subcontractor;  
They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to C&T Contracting Services the Contractor for certain work in connection with Bid: 25-021, Septage Receiving and Leachate Treatment System
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
4. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed [Signature]

Title President

STATE OF FL

COUNTY OF Polk

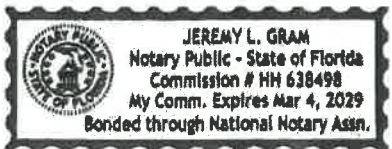
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of April, 20 25, by B. Gannon Olmert (name) as President (title of officer) of A. Q. Wagner Construction (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Jeremy L. Gram

Notary Commission Number and Expiration: HH638498 3/4/29

(AFFIX NOTARY SEAL)



## EXHIBT XVIII: CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects \$250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 25-021, Septage Receiving and Leachate Treatment System

C&T Contracting Services  
\_\_\_\_\_  
Contractor

  
\_\_\_\_\_  
Signature

Christopher Telson  
\_\_\_\_\_  
Printed Name of Signer

3/31/2025  
\_\_\_\_\_  
Date

**Part C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Lump Sum Price)**

NAME OF PROJECT: BID 25-021, Septage Receiving and Leachate Treatment System

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The bidder further declares that they have examined the site of the Work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have read all special provisions furnished prior to the opening of Bids; and that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE

HEREUPON GIVEN FOR THIS BID SUBMITTAL TO BE

CONSIDERED BY THE COUNTY

**1. BID PRICE**

\$ 21,180,000

WRITTEN AMOUNT (SPELL OUT) Twenty one million one hundred eighty thousand DOLLARS

0 CENTS

(lump sum price for completing all required work in strict accordance with the requirements specified in the Bid Package)

**2. CONTRACT TIME TO COMPLETION OF THIS PROJECT** 485 CALENDAR DAYS FOR FINAL COMPLETION

**NAME OF BIDDER** C&T CONTRACTING SERVICES  
(type or printed firm, corporation, business or individual)



BID 25-021 POLK COUNTY UTILITIES SEPTAGE RECEIVING AND LEACHATE TREATMENT FACILITY BID SHEET		
ITEM	DESCRIPTION	VALUE
1	General Requirements	\$650,000.00
2	Civil Site Work	\$1,570,000.00
3	Yard Piping	\$1,750,000.00
4	Operations Building	\$670,000.00
5	Leachate Transfer Pump Station	\$270,000.00
6	Septage Receiving Stations	\$1,130,000.00
7	Septage Wet Well	\$500,000.00
8	Leachate EQ Tank	\$2,310,000.00
9	Odor Control System	\$70,000.00
10	Flocculation and DAF Process	\$600,000.00
11	Biological Treatment Units	\$1,760,000.00
12	Filtration	\$200,000.00
13	Disinfection and Effluent Pumping	\$750,000.00
14	Dewatering and WAS Storage	\$450,000.00
15	Chemical Storage and Feed	\$800,000.00
16	Electrical Work	\$6,000,000.00
17	Instrumentation Work	\$1,400,000.00
18	Contingency	\$300,000.00
<b>BID TOTAL</b>		<b>\$21,180,000.00</b>

C&T CONTRACTING SERVICES

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BIDDER NAME

BID 25-021 POLK COUNTY UTILITIES SEPTAGE RECEIVING AND LEACHATE TREATMENT FACILITY BID SHEET		
ITEM	DESCRIPTION	VALUE
1	General Requirements	
2	Civil Site Work	
3	Yard Piping	
4	Operations Building	
5	Leachate Transfer Pump Station	
6	Septage Receiving Stations	
7	Septage Wet Well	
8	Leachate EQ Tank	
9	Odor Control System	
10	Flocculation and DAF Process	
11	Biological Treatment Units	
12	Filtration	
13	Disinfection and Effluent Pumping	
14	Dewatering and WAS Storage	
15	Chemical Storage and Feed	
16	Electrical Work	
17	Instrumentation Work	
18	Contingency	\$300,000.00
<b>BID TOTAL</b>		<b>\$300,000.00</b>

C&T CONTRACTING SERVICES

BIDDER NAME

**(Copy of License Attached)**

CHRISTOPHER TELSON  
Individual's Name (Print or Type)

**Individual's Name (Print or Type)**

**Company Name (Print or Type)**

**Bidder shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.**

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Submittal Date 12/18/2024  
(Bid Receiving Date)

BY: LS  
(Authorized Signature – in ink)

President  
(Printed Title of Signer)

Telephone Number  
Email Address CHRIS @CTCONTRACTINGSERVICES.COM



## PROJECTS -RELATIVE EXPERIENCE

Last Updated: December, 2024

Project	Client / Address / Location	Owner / Contact	Contract / Contact	Scope of Work	Project Value	Completion Date	% Completed
Groveland Barscreen Replacement Groveland, FL	City of Groveland 156 South Lake Avenue Groveland, FL 34736	Justin Demello (817) 877-4936 jdemello@woodwardclark.com	Justin Demello (617) 877-4936 jdemello@woodwardclark.com	Furnish and install a center-flow screen, washer/compactor, booster pump, and water heater.	\$425,000	Jun-21	100%
Odyssey HCL Prod Tampa, FL	Odyssey Manufacturing Co. 1484 Marston Blvd. Tampa, FL 33619	Patrick Altman (813) 333-3444 paltman@odysseymanufacturing.com	Patrick Altman (813) 333-3444 paltman@odysseymanufacturing.com	Construction of chemical containment structure at Kindersmorgan plant, construction of chemical containment structure at St. Petersburg NW plant, projects included installation of new storage tanks & chemical feed systems through out Tampa bay.	\$680,000 (Cumulative)	Jul-24	100%
Lake Mary WTP Expansion Lake Mary, FL	Lake Mary 100 N County Club Rd. Lake Mary, FL 32746	John Morrison (727) 642-0549 john.morrison@haskell.com	John Morrison (727) 642-0549 john.morrison@haskell.com	Construction of infrastructure for generators, OAC filters and storage.	\$ 800,000.00	Jun-21	100%
Dunedin Wastewater Treatment Plant Improvements Dunedin, FL	City of Dunedin - Wastewater Division 1140 M.E.K. St. Blvd Dunedin, FL 34696	Brian Antonian (727) 813-1289 B.Antonian@dunedinfl.net	Brian Antonian (727) 813-1289 B.Antonian@dunedinfl.net	Sludge drying bed, replacement of 3 blowers, installation of <u>grit</u> <u>glassifier</u> , modifications to structural concrete, installation of <u>horizontal</u> <u>grasses</u> , check valve replacements, pump replacements, blower installations, duct bank and <u>electrical</u> <u>distribution</u> <u>modifications</u> .	\$1,500,000 (Cumulative)	Sep-23	100%
Spring Lake Water Treatment Plant No. 1 Improvements Sebring, FL	Spring Lake Improvement District 115 Spring Lake Blvd. Sebring, FL 33870	Isabel Serrano (407) 494-9049 iserrano@springlakewat.com	Isabel Serrano (407) 494-9049 iserrano@springlakewat.com	Installation of two <u>generator</u> back ups, construction of <u>operations</u> <u>building</u> <u>storage</u> tank <u>rehabilitation</u> , <u>chemical</u> <u>feed</u> <u>system</u> installation	\$3,100,000	11/1/2024	100%
Brandon Booster Pump Station Brandon, FL	Tampa Bay Water Briarcliff Rd 33763	Rico Nash (813) 415-0628 rco.nash@tbp.com	Anthony Feris (813) 415-5887 aferis@tbp.com	Construction of Brandon booster <u>building</u> shell that houses the booster pumps and the offices for <u>operations</u> of the facility.	\$780,000	Apr-23	100%
Treasure Island Lift Station Rehab Treasure Island, FL	City of Treasure Island 120 108th Avenue Treasure Island, FL 33706	JP Agall (727) 343-4190 jagall@cityoftreasureisland.org	Justin Keller (727) 526-9158 jkeller@tdi-fl.com	Replacement of five lift stations and associated pipe and electrical accessories.	\$1,850,000	Jun-20	100%
Golden Gate WWTP Chlorine Contact Chamber Collier County, FL	Collier County Tenth St Naples, FL 34112	Ralph Corne (561) 303-6939	Ralph Corne (561) 303-6939	Installation of <u>chlorine</u> <u>contact</u> <u>chamber</u> , <u>disinfection</u> <u>structures</u> for WWTP.	\$680,000	22-Sep	100%
Golden Oaks WRF Diox Filter Ocala, FL	Golden Oaks WRF Diox Filter Ocala, FL	Aljendro Rad (352) 598-6936 alrajendro@cityofoccala.org	Kevin Vickers (407) 607-6145 kvickers@cityofoccala.org	Rehabilitation of master <u>hydrant</u> / <u>recycling</u> <u>station</u> and installation of <u>flow</u> <u>filter</u> to the existing plant.	\$320,000	Dec-19	100%
Dunn Filtration & Disinfection Pinellas County, FL	Pinellas County Harrison Ave 33756	Jonathan Farnold (813) 541-5127	Cirolio (813) 906-4612	Installation of <u>chemical</u> <u>equivalent</u> <u>structures</u> with overhead canopy and rehabilitation of travelling bridge filter basin.	\$480,000	Dec-23	1000%
Cypress Manor WWTP Plant Improvements Dade City, FL	Pasco County Utilities Department 19420 Central Blvd. Laud O' Lakes, FL 34637	Wayne Baker (727) 247-2701 wbaker@pascoconfl.net	Nester Sotelo (813) 541-1986 nsotelo@hutzendandwyer.com	Demolition of existing batch plant, blowers, and sodium hypochlorite system; Relocation of existing <u>structures</u> ; Furnish and install <u>packaged</u> <u>wastewater</u> <u>plant</u> , associated piping and site work. Construction of new <u>operations</u> <u>building</u> and <u>electrical</u> <u>distribution</u> to the new plant.	\$2,605,855	Jun-24	100%
Improvements of L639A Manatee County, FL	Manatee County E 5511 39th St Bradenton, FL 34203	Brett Ooda (941) 708-7450 brett.ooda@mymanateecounty.org	Mike Tache (813) 307-7912 mtache@mv.com	Rehabilitation of existing master lift station, including upgrades to pipe and pumps, <u>new</u> <u>generator</u> , <u>electrical</u> <u>building</u> .	\$4,200,000		30%
Oldemar Aeration Basin Oldemar, FL	City of Oldemar State St. FL 34677	John Jahn (813) 749-1233 jjahn@cityofoldemar.com	Lee Myers (813) 300-3096 lmyers@oldemar.com	Rehabilitation of existing building to house <u>new</u> <u>blowers</u> for their <u>aeration</u> <u>system</u> . Installation of aeration basin tie line walls, and replacement of aeration pipe and diffusers within basin. ***pending start-up, mechanically complete	\$ 4,234,000.00		98%
Pasco SE & SW WTP Pasco County, FL	Pasco County Utilities Department 19420 Central Blvd Laud O' Lakes, FL 34637	Wayne Baker (727) 247-2701 wbaker@pascoconfl.net	Diane Archibelli (727) 510-7665 darchibelli@hutzendandwyer.com	Installation of new flow meters, chemical feed pumps and SCADA integration of the two plants. Construction of a <u>chemical</u> <u>operations</u> <u>feed</u> <u>building</u> and associated feed pipes and equipment.	\$ 2,451,000.00		35%
Clearwater IPS Improvements Clearwater, FL	City of Clearwater S Myrtle Ave. Clearwater, FL 33756	Holene Kassouf (727) 404-0900 holene.kassouf@cityofclearwater.com	Lee Myers (813) 300-3096 lmyers@oldemar.com	Rehabilitation of plant <u>influent</u> <u>pump</u> <u>station</u> , blower room and additions of mechanical flow meter to headworks.	\$ 2,573,000.00		25%
Dunn Electrical Improvements Pinellas County, FL	Pinellas County Harrison Ave 33756	Andre Poulin (866) 507-1148 apoulin@hishandhorthen.com	CSA Cramling (407) 679-5358	Construction of new MCC building, infrastructure for two <u>additional</u> <u>generators</u> .	\$ 2,200,000.00		30%
Ballast Point PS Rehab Tampa, FL	City of Tampa 9811 Sheldon Rd Tampa, FL 33615	Jack Ferras (813) 274-8598 jack.ferras@tampapower.net	Jack Ferras (813) 274-8598 jack.ferras@tampapower.net	Complete rehab of lift station including <u>new</u> <u>pumps</u> , <u>structure</u> <u>modifications</u> , and <u>new</u> <u>generator</u> <u>installation</u> .	\$1,490,000.00		35%

**ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title of officer) of \_\_\_\_\_ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY**

STATE OF FLORIDA COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17 day of December, 2024, by Christelton (name) as President (title of officer) of the Company, pursuant to the powers conferred Est Contracting Services (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: Leslie M Walker

Printed Name of Notary Public: Leslie M Walker

Notary Commission Number and Expiration: 3/9/2027

(AFFIX NOTARY SEAL)



LESLIE M. WALKER  
Commission # HH 342512

**ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL**

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date) .

\_\_\_\_\_  
(Official Notary Signature and Notary Seal)

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_



**EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK**

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # 25-021, Septage Receiving and Leachate Treatment System.
- Understands that during Bid Analysis they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be non-responsive.

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this 18 day of DECEMBER, 2024

Name of Firm C&T CONTRACTING SERVICES LLC

By CHRIS TELSON

President  
Title of Person Signing

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of December, 2024, by

Chris Telson (name) as President (title of officer) of C&T Contracting Services (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: Leslie M Walker

Printed Name of Notary Public: Leslie M Walker

Notary Commission Number and Expiration: 3/9/2027

(AFFIX NOTARY SEAL)



LESLIE M. WALKER  
Commission # HH 342512  
Expires March 9, 2027

## Exhibit VI-A

### Subcontractor List

## Classification

Work Activity	Firm performing work	Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%	Asian Indian American	%	Total	% of Total
Self-Performance Work	C&T Contracting	\$ 14,344,685.49	100%													\$ 14,344,685.49	67.73%
Glass Lined Tanks	Florida Aquastore & Utility Construction, Inc.	\$ 911,959.50	100%													\$ 911,959.50	4.31%
Coatings & Liners	Cypress Construction & Coatings	\$ 644,981.00	100%													\$ 644,981.00	3.05%
Systems Integrator	Revere Control Systems	\$ 857,422.01	100%													\$ 857,422.01	4.05%
Chemical Systems	Odyssey Manufacturing	\$ 290,000.00	100%													\$ 290,000.00	1.37%
Asphalt & Base	Blackrock Asphalt	\$ 355,442.00	100%													\$ 355,442.00	1.68%
Electric	BL Smith	\$ 3,243,835.00	100%													\$ 3,243,835.00	15.32%
Canopies	AO Wagner	\$ 531,675.00	100%													\$ 531,675.00	2.51%
SubTotals		\$ 21,180,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 21,180,000.00	100.00%
Allowance		\$ 250,000.00														\$ 250,000.00	
TOTAL																\$ 21,430,000.00	

**EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION**

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to <https://vcl.polk.one/vendordirectory>, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

<u>Division of Work</u>	<u>Results of Good Faith Effort</u>
1. <u>5 Star Electrical</u>	<u>No response</u>
<u>LM Electrical Services Inc</u>	<u>Did not receive quote</u>
<u>World Electric Supply</u>	<u>No response</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
2. <u>Crown Roofing</u>	<u>No response</u>
<u>Intercoastal Builders &amp; Roofers Inc</u>	<u> </u>
<u>Loyal Waterproofing Construction</u>	<u>No response</u>
<u>A-1 Roof Trusses</u>	<u>No response</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
3. <u>Asphalt Drs LLC</u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u>Blair Construction &amp; Cabinets</u>	<u> </u>
<u> </u>	<u> </u>
4. <u>OBI Global/Global 360 Painting</u>	<u>No response</u>
<u>Phifer Painting</u>	<u>No response</u>
<u>Precision Painting and Maintenance</u>	<u> </u>
<u>Bobby Thompson Painting LLC</u>	<u>No response</u>
<u>United Solutions of Central Florida LLC</u>	<u> </u>
<u> </u>	<u> </u>
5. <u>Merion Landscape Services</u>	<u> </u>
<u>Summerlin Fence &amp; Feed Inc</u>	<u> </u>
<u>Parry's Lawn &amp; Landscape Inc</u>	<u>No response</u>
<u> </u>	<u> </u>



## EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

**General:**

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.
2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).
3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.
6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.
7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. _____	_____	_____	\$ _____	\$ _____
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
Total				\$ _____

Failure to complete the above may result in the bid being declared non-responsive.

### EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

#### **CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: C&T CONTRACTING SERVICES LLC

Address: 11023 COUNTRYWAY BLVD. TAMPA, FL. 33626

- 
1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:  
YES X NO
  2. Compliance Reports were required to be filed in connection with such Contract or subcontract:  
YES        NO X
  3. Bidder has filed all compliance reports due under applicable instructions:  
YES        NO
  4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.  
YES        NO

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

CHRISTOPHER TELSON

Printed Name  
OPERATIONS MANAGER

Title

Signature

12/17/2024

Date

**EXHIBIT IX: DRUG-FREE WORKPLACE FORM**

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that C&T CONTRACTING SERVICES LLC does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Bidders Signature

12/17/2024  
Date

**EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this 17TH Day of DECEMBER 2024

Name of Firm: C&T CONTRACTING SERVICES

By: PRESIDENT

Title of Person Signing

This foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of December, 2024, by CHRISTELSON (name) as President (title of officer) of C&T CONTRACTING SERVICES (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: Leslie M Walker

Printed Name of Notary Public: Leslie M Walker

Notary Commission Number and Expiration: 3/9/2027

(AFFIX NOTARY SEAL)



LESLIE M. WALKER  
Commission # HH 342512  
Expires March 9, 2027

**EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS**

Bid 25-021, Septage Receiving and Leachate Treatment System

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: C&T Contracting Services

Signature: [Signature]

Title: President

Date: 3/31/2025

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31<sup>st</sup> day of March, 2025, by

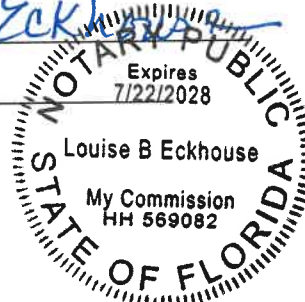
Chris Nelson (name) as President (title of officer) of C&T Contracting Services (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Louise B. Eckhouse

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)



**EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM**

Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid: 25-021

PROJECT NAME: Septage Receiving and Leachate Treatment System

The undersigned, as Chris Telson of C&T Contracting Services (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

- i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.
- ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:
  - a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
  - b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
  - c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
  - d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.
- iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.
- iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
  - a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
  - b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies

with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

ATTEST:

\_\_\_\_\_  
a \_\_\_\_\_

By: Hannah Lamon\_\_\_\_\_

By: C&T Contracting Services\_\_\_\_\_

PRINTED NAME: Hannah Lamon

PRINTED NAME: Chris Telson

Its: \_\_\_\_\_

Its: \_\_\_\_\_



## **EXHIBIT XXII: EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION**

(Florida Statutes, Section 448.095)

PROJECT NAME: Septage Receiving and Leachate Treatment System

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.
3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 31<sup>st</sup> day of March, 2025.

ATTEST:

CONTRACTOR:

By: Hannah Lamon

By: LC

PRINTED NAME: Hannah Lamon

PRINTED NAME: Chris Telson

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT XXIII: AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES**

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Chris Telson (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

C&T Contracting Services

**NONGOVERNMENTAL ENTITY**

  
**SIGNATURE**

Christopher Telson

**PRINT NAME**

President

**TITLE**

3/31/2025

**DATE**

November 18, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM #1  
BID 25-021, SEPTAGE RECEIVING AND LEACATE TREATMENT SYSTEM**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions and answers received.

To obtain a copy of the **Bid 25-021 Revised Drawing C-009, Bid 25-021 Revised Drawing M-301, and Revised Technical Specifications Section 46 77 85 Air Mixing System**, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**Bid 25-021 Septage Receiving and Leachate Treatment System.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications; project sign, and bid sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at [arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net).

Ari Goldstein

*Ari Goldstein*

Senior Procurement Analyst  
Procurement Division


**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature

Printed Name:

Title:

Company:

  
Chris Telser  
President  
C&T Consulting Services

November 21, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM #2  
BID 25-021, SEPTAGE RECEIVING AND LEACATE TREATMENT SYSTEM**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions and answers received.

Ari Goldstein

*Ari Goldstein*

Senior Procurement Analyst  
Procurement Division


**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature

Printed Name:

Title:

Company:

  
Chris Tekin  
President  
C4T Contracting Services

December 4, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM #3  
BID 25-021, SEPTAGE RECEIVING AND LEAHCATE TREATMENT SYSTEM**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Time extension, Questions and answers received.

The question-and-answer period has been extended. The final date to submit questions for this bid is Monday, December 9, 2024, at 4:00 p.m.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, December 18, 2024, prior to 2:00 p.m.

Ari Goldstein

*Ari Goldstein*

Senior Procurement Analyst  
Procurement Division


**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature

Printed Name:

Title:

Company:

  
Chris Tekon  
President  
CAT Contracting Services

December 11, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM #4  
BID 25-021, SEPTAGE RECEIVING AND LEACHATE TREATMENT SYSTEM**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions and answers received.

Ari Goldstein

*Ari Goldstein*

Senior Procurement Analyst  
Procurement Division

**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature

Printed Name:

Title:

Company:



Chris Telson

President

C&T Contracting Services

**POLK COUNTY,  
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA  
BIDDING, CONTRACT DOCUMENTS AND SPECIFICATIONS FOR:  
SEPTAGE RECEIVING AND LEACHATE TREATMENT  
SYSTEM**

BID FILE NO: #25-021  
County Project: 6873001

ISSUE DATE: November 6, 2024

PROCUREMENT DIVISION  
330 W CHURCH ST, RM 150  
DRAWER AS05, P.O. BOX 9005  
BARTOW, FLORIDA 33830/33831-9005

Website: [www.polk-county.net](http://www.polk-county.net)

Procurement Analyst: Ari Goldstein

E-Mail: [arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net)

Main Number: (863) 534-6757

Fax: (863) 534-6789



## BID REGISTRATION

You **MUST** register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

**Bid Number and Title:** 25-021, Septage Receiving and Leachate Treatment System

**Description:** Furnish all labor, materials, and supervision for the construction of the Septage Receiving and Leachate Treatment System at Polk County's North Central Landfill as outlined in the bid documents.

**Receiving Period:** Wednesday, December 11, 2024, Prior to 2:00 p.m.

**Bid Opening:** Wednesday, December 11, 2024, 2:00 p.m.

**Special Instructions:** A **MANDATORY** pre-bid will be held Thursday, November 14, 2024, 9:00 a.m., at the Utilities Administration Building, Room 63, located at 1011 Jim Keene Blvd, Winter Haven, FL 33880. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive.

To receive a copy of the **Bid documents, Excel Bid Sheet, Exhibits VI-A and XI, Technical Specifications, and Drawings**, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**Bid 25-021 Septage Receiving and Leachate Treatment System.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at [arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net).

This form is for bid registration only. Please scroll down for additional information.

**BIDDER REGISTRATION**  
**EMAIL THIS FORM BACK IMMEDIATELY TO**  
**[PROCUREMENT@POLK-COUNTY.NET](mailto:PROCUREMENT@POLK-COUNTY.NET)**

Carefully complete this form and mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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## PART A – BIDDING REQUIREMENTS

### INVITATION FOR BID

NAME OF BID: Septage Receiving and Leachate Treatment System
BID NUMBER: 25-021 PUBLIC CONSTRUCTION BOND IS REQUIRED
<b>MANDATORY</b> PRE-BID CONFERENCE: Thursday, November 14, 2024, 9:00 am at the Polk County Utilities Administration Building, Room 63, located at 1011 Jim Keene Blvd, Winter Haven, FL 33880. A <b>Mandatory</b> Site Visit to follow.
BID DUE/DATE/TIME: Wednesday, December 11, 2024, PRIOR TO 2:00P.M.
DATE/TIME OF BID OPENING: Wednesday, December 11, 2024, AT 2:00 P.M. Or As Soon As Possible Thereafter
PLACE OF BID OPENING: PROCUREMENT DIVISION, 330 WEST CHURCH STREET, ROOM 150, BARTOW, FLORIDA 33830
DEADLINE FOR QUESTIONS FROM BIDDERS: Monday, December 2, 2024, 4:00 P.M.

### INSTRUCTION TO BIDDERS

#### 1.0 Bids

- 1.1 Supplementary Conditions, Special Conditions, Plans, Drawings, Instructions to Bidders, the Conditions of the Contract, Exhibits, the Bid Submittal, Technical Specifications, any resulting addenda issued, and the Contract together therein identified constitute the entire “bid package” and upon award shall constitute the Contract Documents concerning this present bid matter.
- 1.2 The Bid Submittal must be submitted in a sealed envelope. The face of the envelope should state the Bid Title and Bid Number, the name of the company submitting the bid and the date and time of the bid opening. Bidders are not required to return the Instructions to Bidders, Conditions of the Contract or Contract with their Bid Submittal, unless specified elsewhere in this Bid Package.
- 1.3 The following documents, collectively, comprise the “Bid Submittal” which, when tendered, on or before the Bid due date and time, must include:
  - Part C – Bid Sheets and Acknowledgement Form,
    - With the manual signature of an authorized representative of the company or their designee,

- Bid prices must be entered on the Part C – Bid Sheets and Acknowledgement Form (no other bid submittals will be accepted),
    - All information requested on pages 88-89.
  - Exhibit I, Bid Bond.
  - Exhibit IV, Non-Collusion Affidavit of Prime Bidder.
  - Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VI-A and Exhibit VI-B).
  - All additional information requested as a “must” item in any Addendum.
  - All corrections made by the Bidder to the Bid Sheets and Acknowledgement Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
  - One original copy of the complete Bid Submittal must be tendered.
- 1.4 All additional requested information and Exhibits must be submitted within a reasonable period of time if chosen as the apparent low, responsive and responsible bidder during the Bid Analysis phase.
- These items include:
    - Exhibit II, Public Construction Bond
    - Exhibit III, Payment of Stored Materials
    - Exhibit V, Non-Collusion Affidavit of Subcontractor
    - Exhibit VI-A, Subcontractor List
    - Exhibit VI-B, Good Faith Effort Documentation
    - Exhibit VII, Trench Safety Act Compliance
    - Exhibit VIII, Equal Employment Opportunity
    - Exhibit IX, Drug-Free Work Place Form
    - Exhibit X, Safety Requirements/Regulations
    - Exhibit XVIII, Certificate of Compliance
    - Exhibit XIX, Affidavit Certification Immigration Laws
    - Exhibit XXI, Scrutinized Companies Certification
    - Exhibit XXII, Employment Eligibility Verification (E-Verify) Certification
    - Exhibit XXIII, Affidavit Regarding the Use of Coercion for Labor or Services
    - Any items called for in the Supplementary Conditions
- 1.5 All prices quoted are to be F.O.B. job site in Polk County, Florida. Bid amount shall be inclusive of all costs. Nothing herein shall prohibit the County from deleting line items and purchasing said items directly from a supplier if it is determined that there is sufficient sales tax savings to make purchasing by the County practical.
- 1.6 It is the Bidder's responsibility to ensure their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so

delivered will not be considered. Offers by telegram, telephone, email or facsimile are not acceptable. The bid opening shall be public, on the date and time specified under Invitation for Bid. Bid tabulations may be downloaded from the County's web site. Each Bidder must execute their bid with their full name, and title and give their address, fax, telephone and email address. In cases where a firm or corporation submits a bid submittal, the bid submittal shall be signed with the full name of each member of the firm, or the name of the officer of the corporation authorized by its by-laws, in addition to the address of such firm or corporation and such officer.

- 1.7 The Bidder is solely responsible for reading and completely understanding the requirements of the Contract Documents. The bid opening time will be scrupulously observed. Under no circumstances will Bid Submittals delivered after the delivery time specified be considered. Late Bid Submittals shall not be accepted.
- 1.8 Bid Submittals may be withdrawn by notifying the County, in writing, at any time prior to the deadline for bid submittal. After the deadline, the bids become a record of the County and will not be returned to the Bidder unless the bid is cancelled. It is the responsibility of the Bidder to make a written request for return of the Bid Submittal after notification of cancellation. Absent this written request, the County shall destroy the submittal. Negligence on the part of the Bidder in preparing their Bid Submittal confers no right of withdrawal or modification of their Bid Submittal after such Bid Submittal has been opened by County Staff at the appointed time and place. Bid Submittals and any bid security shall be in force for a period of not less than ninety (90) calendar days after the bid opening time.
- 1.9 At the time and place specified for the opening of Bid Submittals (see above), every Bid Submittal properly delivered within the time specified for receiving Bid Submittals will be opened and publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present or represented.
- 1.10 Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.
- 1.11 The Bidder assumes responsibility to examine the site of the Work and become familiar with the form of Submittal, Drawings, Specifications, any Addenda issued thereto and all other forms of Contractual Documents pertaining to the proposed Work. The submission of the bid shall be sufficient to establish the presumption that the Bidder has investigated the site of the Work and is satisfied as to all conditions to be encountered, the character, quantity and quality of the work to be performed and materials furnished in the completion thereof. No pleas of ignorance of conditions or

difficulties that may be encountered in the execution of the Work pursuant to this bid package as a result of failure to make necessary and reasonable examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill, in every detail, all of the requirements of the Contract Documents; nor will they be accepted as a basis for any claims whatsoever for extra compensation or for any extension of time. Prior to the time specified for receiving bid submittals any interpretation or modifications of the proposed Contract documents will be made only by Addendum. The County will send a courtesy notification when addenda are issued to each person to whom attended a mandatory or non-mandatory pre-bid meeting, if applicable; and/or submitted Bidder Registration. It is the sole responsibility of the Bidders to check the County's website at <https://www.polk-county.net/business/procurement/> "Notice of Bids" to ensure that all available information, addenda, has been received prior to submitting a bid. The County shall not be responsible for oral instructions.

- 1.12 The Bid Bond shall be for 5% of the amount bid and shall be submitted with the Bid Submittal. The Public Construction Bond shall be for 100% of the amount bid and, if called out in the contract, the allowance amount; and shall be submitted to Procurement along with the executed contract documents as outlined under section 11.0, Approval of Contract. The Bid Bond and Public Construction Bond shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida.
- 1.13 Unless exempt under Florida Statute, Bidder should furnish a copy of either their State of Florida Contractor Certification or their Florida Registration showing they are licensed in Polk County with its Bid Submittal. The Certification or Registration must be current and effective as of the Bid Submittal date and must be maintained throughout the life of the contract.

## 2.0 Pre-Qualifications

- 2.1 When a mandatory pre-bid meeting is specified, all Bidders must register prior to the conclusion of the meeting. Failure to do so will disqualify the firm from bidding. If there is a mandatory site visit, the Bidder must initial the registration sheet prior to completion of the visit to the site. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's registration sheet, or the Bidder's Submittal will be considered non-responsive.

2.2 It is the Bidder's responsibility to ensure that they comply with the above requirements.

### 3.0 Joint Venture

If a Joint Venture is contemplated, the Joint Venture Agreement between the parties must be submitted with the bid and the bid must be submitted in the name of the Joint Venture. Otherwise, the bid will be considered non-responsive.

### 4.0 Bid Errors

Where Bid Submittals have erasures or corrections, each erasure or correction should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. The County reserves the right to reject any Bid Submittal with such erasures or corrections where the accuracy or intent of said Bid Submittal as corrected cannot be determined by County staff. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Submittal will govern. The County staff will verify the extension of the unit prices to verify the correct amount. The County's figures shall prevail.

### 5.0 No Bid

Should the bidder decide there is no interest in bidding, they should return the "Statement of No Bid".

### 6.0 Discounts

Discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.

### 7.0 Material and Construction

All material, equipment and construction furnished shall be new and shall be of good quality, workmanship and material. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed.

### 8.0 Conflict of Interest

The award hereunder is subject to the provisions of Florida Statutes, Chapter 112. All Bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the County or any of their agencies. All Bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the Bidder's firm or any of their branches.

### 9.0 Assignment of Contract

Bidder may not make any assignment of the resulting Contract between parties, in whole or in part, without prior written authorization as may be given at the sole discretion of the County.

## 10.0 Recommendation of Bid Award/Rejection of Bids

- 10.1 A bid may be recommended for award by the Procurement Director to the lowest responsive and responsible Bidder, provided that Bidder's bid submittal is considered (within the sole discretion of said Procurement Director) reasonable, in the best interest of County to recommend, and no bid protest has been filed. Unless otherwise noted, the basis of recommendation will either be the Base Bid, the Base Bid plus all alternates or any combination thereof, whichever is in the best interest of the County or may be determined by the availability of funds. Should the basis of award be the Base Bid plus selected alternates, the priority of the selection of those alternates will be set forth in the Supplementary Conditions if applicable. The successful Bidder to whom a bid is recommended for award will be so notified by County staff. The Procurement Director, however, at their sole discretion, reserves the right to reject any and all bid submittals or to waive any informality concerning the bid submittal whenever such rejection or waiver is in the best interest of the County. The Procurement Director, likewise, reserves the right to reject the bid submittal of any Bidder who has previously failed to perform properly or to complete on time, contracts of a similar nature; or who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, materialmen or employees.
- 10.2 As part of the recommendation of award by the Procurement Director, any actual bidder or proposed bidder who is allegedly aggrieved in connection with the solicitation or pending recommendation of award of a contract may protest to the Procurement Director, in accordance with the Procurement Policies and Procedures Manual. The procedures are available at the Polk County Procurement Division at (863) 534-6757. Any person who wishes to file a protest regarding the recommendation of award may do so by submitting a non-refundable cashier's check in the amount of \$1,000.00 with their initial protest. Failure to follow the bid protest procedure requirements with the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims. If no protests are received, the Procurement Director will work with the Procurement Analyst assigned to this bid to coordinate that the contract documents are executed by the recommended Bidder and placed on a Board agenda for approval by the Board and execution by the Chairman of the Board.

## 11.0 Approval of Contract

The recommended Bidder will be required to execute the contract documents as outlined in the bid package including, the Public Construction Bond, all signed exhibits and other required information stated in the supplemental conditions or any addendums. The executed documents should be returned to Procurement within 10 working days of

the documents being sent by Procurement to the Bidder for execution. After the executed documents are received back by Procurement they will be given to the County Attorney's Office for approval to be added to a Board agenda for Board approval and execution by the Chairman of the Board.

**All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.**

## 12.0 Security Forfeiture

If after Bidder's receipt of a notice of recommendation for award the successful Bidder refuses or otherwise neglects to execute and deliver the required Contract documents, including the Public Construction Bond, all signed exhibits, required insurance documents and other required information stated in the supplemental conditions or addendums within a reasonable time, the amount of the Bidder's bid security (Bid Bond) shall be forfeited and the recommendation of award will be cancelled if such action is deemed to be in the best interests of the County. The Procurement Director will make the determination of "a reasonable time". It is recommended that the executed contract documents be returned to Procurement within 10 working days of the documents being sent by Procurement to the recommended Bidder for execution. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of their bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.

## 13.0 Laws, Codes and Regulations

The Bidder shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Bidder observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing prior to the Bid Receiving Date. Failure of the Bidder to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Bidder shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.

## 14.0 Safety Requirements/Regulations

- 14.1 All Bidders are required to submit with their Bid Submittal or prior to award, Exhibit X, Safety Requirements/Regulations which states that if the firm falls under the Occupational Health and Safety Administration (OSHA)



Regulations, as interpreted by OSHA, the successful contractor will be able to provide, at the request of the County, a copy of their OSHA 300 Log for the past three (3) years, a copy of the Workers Compensation Modification Rate; a copy of the Contractor's Safety and Health Program, and a copy of the Contractor's Drug Free Workplace Program. Any questions regarding the compliance with this provision shall be directed to Polk County Safety and Loss Control Coordinator, Risk Management Division, (863) 534-5267.

- 14.2 The Bidder is hereby notified that if awarded the bid and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined in the facility safety manual and operating procedures.
- 14.3 The Bidder is hereby notified that if awarded the bid they shall be responsible for maintenance of traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. The Contractor shall construct and maintain detours and provide facilities for access to residences, businesses, etc., along the project. The contractor shall furnish, install and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas, and provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Refer to Florida Department of Transportation's (FDOT) latest edition of the Standard Specifications for Road and Bridge Construction and the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) for the minimum national standard for traffic control for highway construction, maintenance, and utility operation.

#### 15.0 Liquidated Damages

Bidders are hereby advised that if the Contract documents so indicate, a reasonable amount for liquidated damages may be assessed for Contractor's failure to meet stated specifications, schedule, or other relevant issues as determined by the County. Information regarding the composition of liquidated damages can be found in the Supplementary Conditions. The liquidated damages are not intended as a penalty.

## 16.0 Standard Basis for Bidding

Where a particular system, product or material is specified by name, it shall be considered as a standard basis for bidding and as the most satisfactory for its particular purpose. Where two or more products, materials or manufacturers are specified by name, each shall be considered as a predetermined equal and acceptable for its particular purpose; and the bidder may use any of the listed items within their bid.

## 17.0 Preconstruction Conference

After the Board has approved the Bidder's executed contract and prior to the start of construction, a joint meeting may be held with representatives of the successful Bidder, the County and other invited parties or government agencies which may be affected by or have jurisdiction over the Work.

## 18.0 Florida Public Entity Crime Statute

The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

## 19.0 Preference for Drug-Free Workplace

Whenever two or more bids which are equal with respect to price, quality and service are received; preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Florida Statutes, Section 287.087. If there are two or more bids that are equal and also certifies as a drug free workplace, then the tie bid shall be broken as per the Polk County Procurement Procedures.

## 20.0 Requirement to list Subcontractors

The successful Contractor shall provide a list of all proposed subcontractors, other persons or entities (including those who are to furnish materials or equipment fabricated to a special design), the associated costs, and company classification on Exhibit VI-A, Subcontractor List, upon request by Procurement Staff. Exhibit VI-A may be requested during the bid analysis and again at the project close-out. The list must contain all subcontracted areas of work including those areas of work being self-performed. The

total of work noted on this list must match the bid amount stated on Part C, Bid Submittal.

In addition, the successful Contractor should provide documentation reflecting their "Good Faith Effort" in securing the services of minority owned businesses for any appropriate subcontracted areas of work. This documentation shall be noted on Exhibit VI-B, Good Faith Effort, and shall be provided upon request by Procurement Staff.

#### 21.0 Women/Minority Business Enterprise Outreach (WMBE's)

The County hereby notifies all Bidders that W/MBE's are to be afforded a full opportunity to participate in any bid by the County and will not be subject to discrimination on the basis of race, color, sex or national origin. The County asks that Bidders make good faith efforts to use qualified W/MBE subcontractors in preparing their bid. The W/MBE's must be identified as such on the subcontractors list. Bidders are encouraged to contact the Supplier Diversity Office, at (863) 534-5959 for assistance. If a Bidder makes a good faith effort to find and utilize qualified W/MBE subcontractors, but is not successful, they have fulfilled the Good Faith Effort required. Good Faith Effort shall be described as the effort put forth by bidders on construction bids to solicit prices from women/ minority contractors.

#### 22.0 Equal Opportunity for Contractors and Subcontractors

Pursuant to U.S. Executive Order 11246, as amended, you are advised that under the provisions of government contracting, and in accordance with the Executive Order, contractors and subcontractors are obliged to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

#### 23.0 Additions/Revision/Deletions

Additions, revisions or deletions to the general conditions, specifications or bid price sheets by a Bidder that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.

#### 24.0 Unit Prices

Unless otherwise stated in this document unit prices will be utilized to adjust the total compensation due the successful Bidder based on actual quantities provided as part of the Work and verified by the County. Significant changes in quantities, including deletion of any particular item are possible. Negotiation of unit prices shall not be allowed except under conditions of Force Majeure, where those conditions are sufficiently documented to the full satisfaction of the County. No other claim to negotiate unit prices will be considered.

## 25.0 Code of Ethics

If any bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

## 26.0 Questions

All questions must be submitted in writing and addressed to the appropriate person in the Procurement Division by the specified date and time as listed on page IB-1. The bid cover sheet provides the name of the Procurement Division contact person, as well as their phone number, fax number and e-mail address.

## 27.0 Bid Protest

Procedures for filing a protest may be obtained from the County's Procurement Division. Failure to follow the bid protest procedure requirements within the time frames prescribed herein as established by the County shall constitute a waiver of the Bidder's right to protest and any resulting claims.

## 28.0 Prohibition Against Considering Vendor Interests

In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

## 29.0 Local Preference

It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

When bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk

County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

### 30.0 Vendor Preference

It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned entities in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity

located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any deferral, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

## Bid Submittal instructions

Respondents must submit one (1) original copy of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Bids will be publicly opened at 2:00 p.m. on receiving date.

### **Sealed Parcel Submittal:**

If you are submitting a sealed parcel bid, please cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

<b>Sealed Bid. DO NOT OPEN</b>	
<b>Sealed Bid Number</b>	25-021
<b>Bid Title</b>	Septage Receiving and Leachate Treatment System
<b>Due Date/Time:</b>	December 11, 2024, prior to 2:00 p.m.
<b>Submitted by:</b>	
<b>Deliver To:</b>	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Sealed parcel bids may be mailed, express mailed or hand delivered. It is the Bidders responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Bids delivered at 2:00 p.m. or later will not be accepted.

### **Electronic Bid Submittal:**

If you are interested in submitting your bid electronically bidders may do so via the County’s secure electronic submittal website, Kiteworks. Bidders must email [arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net) at least 48 hours prior to bid opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for bid sheets. Please use the naming conventions for your files as follows:

For PDF documents “Bid 25-021 – Title of Document”

For Excel Bid Sheets “Bid 25-021 – Bid Sheet”



For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: [https://youtu.be/vkn\\_7AHgioE](https://youtu.be/vkn_7AHgioE). If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at [arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net).

Procurement recommends that bidders submitting electronically double check the documents submitted into Kiteworks to ensure all requested information and bid sheet have been uploaded. Failure to upload the completed bid sheet will result in the bid submittal being deemed nonresponsive.

## **PART B – CONDITIONS OF CONTRACT**

### **GENERAL CONDITIONS**

#### **ARTICLE 1 – CONTRACT DOCUMENTS**

1.0 The Contract Documents comprise the entire contract between the County and the Contractor.

#### **ARTICLE 2 – DEFINITIONS**

2.0 Whenever used in any of the Contract Documents, the following meaning shall be given to the terms herein

2.1 The term “**Addendum**” or “**Addenda**” means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the County to prospective Bidders prior to the time of receiving Bids.

2.2 The term “**Allowance Authorization Release**” means the written pre-approval forms signed by the County Manager or their designee for all allowance work.

2.3 The term “**Allowance Work**” means work that may not have been in the specifications and is deemed by the County to be necessary.

2.4 The term “**Application for Payment**” means the pay request accepted by the Professional and the County which is to be used by the Contractor in requesting progress or final payments that is accompanied by such supporting documentation as is required by the Contract Documents.

2.5 The term “**Bid Submittal**” means the offer or submittal of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

2.6 The term “**Bonds**” means the Bid and Public Construction Bond and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

2.7 The term “**Change Order**” means any change that requires the County’s approval and either includes a change in the work or a change in the Contract Time.

2.8 The term “**Construction Change Directive**” means any change initiated by the County where a change order has not been agreed to between the County and the Contractor.

2.9 The term “**Contract**” means the Contract executed by the County and the Contractor.

2.10 The term “**Contractor**” means the person, firm or corporation entering into the Contract with the County to construct and install the improvements embraced in this Contract.

2.11 The term “**Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers**” means the form that the Contractor must execute and submit with each Application for Payment certifying that the Contractor has paid all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include payments of retainage) that the County has made to Contractor for Work that has been satisfactorily completed.

2.12 The term “**Contract Documents**” means and shall include the following: Special Conditions, Plans, Drawings, Relocation Schedule Permits, Instruction to Bidders, General Conditions, Exhibits, Supplementary Conditions, Technical Reports, Technical Specifications, Bid Submittal, Bid and Public Construction Bonds, all Addenda issued by the County, Certificates of Insurance, Permits, Notice of Award, Allowance Authorization Release Form, Change Order Form, Substantial Completion Form and Final Completion Form duly delivered after execution of Contract.

2.13 The term “**Contract Time**”, unless otherwise provided, means the period of time including adjustments by Change Order, allotted in the Contract Documents for substantial completion of the work.

2.14 The term “**County**” means Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

2.15 The term “**Day**” may be either a working day or a calendar day as defined in the bid documents. When the Contract Time is specified as calendar days, workdays will be established in the supplementary conditions. Workdays are defined as those days of the week and hours of the day that the Contractor may perform the scope of work defined in the Bid Document. If a workday shall fall on a County Holiday that day shall be omitted from the computation of days for Contract Time. County Holidays are: New Year’s Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day, all as adopted by the Board of County Commissioners.

2.16 The term “**Drawings**” means the Drawings or plans listed in Part F.

2.17 The term “**Effective Date of the Contract**” means the date on which the contract has been approved by the Board and executed by the Chairman of the Board.

2.18 The term “**Field Order**” means a written direction to the Contractor from the Professional that modifies Drawings and Specifications without changing Contract Price or Contract Time.

2.19 The term “**Free on Board**” (FOB) means the cost of the goods including the shipment to the job site.

2.20 The term “**Good Faith Efforts**” means documented efforts to secure the participation of women and/or minority-owned subcontractors utilizing available resources to assist Bidder.

2.21 The term “**Lump Sum**” means that portion of the total contract amount that is fixed as a result of the amount of the bid submitted by the Contractor. If there is no “Allowance for Work” this amount is the total Contract amount. If there is an “Allowance for Work” then the bid price and the amount of the “Allowance for Work” becomes the total Contract amount.

2.22 The term “**Not to Exceed**” means that portion of the total Contract amount described as “Allowance for Work” that along with the amount of the bid submitted by the Contractor becomes the total Contract amount. Changes in the Work submitted by the Contractor that are eligible and approved for funding from the “Allowance for Work” shall not exceed the amount provided a “Allowance for Work” either in a single request or cumulative during the performance of the Work.

2.23 The term “**Notice of Award**” means the written notice issued by the County to the successful bidder.

2.24 The term “**Notice to Proceed**” means a written notice issued by the Procurement Division to the Contractor fixing the date on which the Contract Time will commence and the Contractor shall start to perform the obligations under the Contract Documents, unless otherwise specified in the Notice to Proceed. The actual Start Date shall be within ten (10) days of Notice to Proceed date or when all applicable permits have been secured, unless otherwise stated.

2.25 The term “**Professional**” means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the design and/or resident engineering services for the Work. The Professional can also serve as the Project Manager.

2.26 The term “**Project Area**” means the area within which are the specified Contract Limits of the improvements contemplated to be constructed in whole or in part under this Contract.

2.27 The term “**Project Manager**” means the Polk County representative in charge, employed by the County, for the purpose of directing or being in charge of the work embraced in this Contract.

2.28 The term “**Procurement Director**” means the Director of Polk County Procurement Division or their authorized representatives.

2.29 The term “**Start Date**” means the date of commencement of the work.

2.30 The term “**Subcontractor**” means a person or entity who has a direct contract with the Contractor to perform a portion of the Work, to include a person or entity who provides equipment to support completion of the Work under an equipment-rental agreement.

2.31 The term “**Supplier**” means a person or entity that furnishes materials or equipment that is incorporated into the Work or that is stockpiled within the Project Area or a nearby vicinity for which the County has made partial payment.

2.32 The term “**Technical Reports**” means the reports issued by the County or the Project Manager consisting of written technical material such as soil reports.

2.33 The term “**Work**” means the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor; furnishing and incorporating material and equipment in the construction; performing or furnishing services; and furnishing documents, all as required by the Contract Documents.

### **ARTICLE 3 – PRELIMINARY MATTERS**

#### **3.1 Delivery of Bonds**

3.1.1 When the **Contractor** delivers the executed Contract to the **County**, the **Contractor** shall also deliver to the **County** such Bonds and insurance as may be required in accordance with these Contract Documents.

#### **3.2 Copies of Documents**

3.2.1 After the award of the Contract, the **County** shall furnish the **Contractor**, one set of Contract Documents for execution of the work.

#### **3.3 Commencement of Contract Time; Notice to Proceed**

3.3.1 The Contract Time shall commence as established in the Notice to Proceed. A Notice to Proceed may be given at any time after the execution of the Contract by the Chairman of the Board of County Commissioners and after a pre-construction meeting, if applicable.

#### **3.4 Starting the Work**

3.4.1 The **Contractor** shall begin the Work on the start date established. No work shall be done prior to the date on which the Contract Time commences. Any work performed by the **Contractor** prior to the date on which Contract Time commences shall be at the sole risk of the **Contractor**.

#### **3.5 Before Starting Construction**

3.5.1 Before undertaking each part of the Work, the **Contractor** shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon and all applicable field measurements. The **Contractor** shall promptly report, in writing, to the **Professional** and the **County** any conflict, error, ambiguity or discrepancy which the **Contractor** may discover and shall obtain a written interpretation or clarification from the **Professional** before proceeding with any Work affected thereby. The

**Contractor** shall be liable to the **County** for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if the **Contractor** knew or reasonably should have known thereof.

3.5.2 Prior to the Notice to Proceed (unless otherwise specified in the General Requirements), the **Contractor** shall submit to the **Professional** and the County for review and ultimate approval the following:

3.5.2.1. a preliminary schedule of the required shop drawings and submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal.

3.5.2.2 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price. The schedule of values should subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction with sufficient breakdown of lump sum prices to identify items of work. Such amounts will include an appropriate amount of overhead and profit applicable to each item of work. A copy of the schedule of values, with the appropriate bid number and the appropriate W/MBE classification in accordance with Section 16.1.2. shall be sent to the Procurement Division, 330 West Church Street, Bartow, Florida 33830.

3.5.2.3. A construction schedule acceptable to the **Professional** and the **County** that clearly shows in graphic form the Work from start to finish describing in sufficient detail the minor and major tasks that in the course of their completion or the failure thereof will impact the Contractor's ability to complete the Work within the contract time. This schedule shall be updated and accompany every application for payment submitted. Should the updated schedule show any portion of the Work to be behind, the Contractor shall submit with the updated schedule a detailed plan for recovery. This updated construction schedule shall be reviewed and approved by the **Professional** or the **County** at the time of a construction progress meeting that coincides with the submission of the progress application for payment. Failure to submit this recovery plan with the updated schedule will cause the application for payment to be rejected until such time the recovery plan is submitted.

3.5.3 Prior to the effective date of the Contract, the **Contractor** shall deliver to the **County**, with copies to each additional insured identified in the Supplementary Conditions, an original certificate of insurance (and other evidence of insurance which the **County** may reasonably request) which the **Contractor** is required to purchase and maintain in accordance with Article 6.

3.5.4 Before any Work at the site is started, a conference attended by the **Contractor**, **Project Manager**, **Procurement Representative**, **Professional** and others as appropriate will be held to establish a working understanding among the parties as to

the Work and to discuss the schedules referred to in 3.5.2, procedures for handling shop drawings and other submittals, processing applications for payment and maintaining required records. Unless otherwise provided in the Contract Documents, the schedules submitted in accordance with 3.5.2. the **Contractor** shall have an additional ten (10) calendar days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to the **Contractor** until the schedules are submitted to and deemed acceptable by the **Professional** as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time; but such acceptance will neither impose on the **Professional** responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve the **Contractor** from the **Contractor's** full responsibility. The **Contractor's** schedule of shop drawings and submittals will be acceptable to the **Professional** as providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values shall be approved by the **Professional** and the **County** as to form and substance.

3.5.5 The **Contractor**, in addition to preparing an initially acceptable schedule, shall be responsible for maintaining the schedule, including updating the schedule. Schedule updates shall include progression of work as compared to scheduled progress of work. **SCHEDULE UPDATES MUST ACCOMPANY EACH PAY REQUEST.**

#### **ARTICLE 4 – CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE**

##### **4.1 Precedence**

4.1.1 The Contract Documents comprise the entire agreement between the **County** and the **Contractor** concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Laws of the State of Florida; Venue shall be Polk County.

4.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, material or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe the Work, material or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the drawings and specifications shall be issued by the **Professional**.

4.1.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in 4.3.1 or 4.3.2, the provisions of the Contract Documents shall take precedence in

resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

4.1.4 Reference to standards, specifications, manuals or codes of any technical society, organization or associations, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, version, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

## **4.2 Conflicts**

4.2.1 If, during the performance of the Work, the **Contractor** discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in 7.2, the **Contractor** shall report it to the **Professional and Project Manager** in writing at once; and the **Contractor** shall not proceed with the Work affected thereby (except in an emergency as authorized by 7.13) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in 4.3.1 or 4.3.2; however, the **Contractor** shall not be liable to the **County** for failure to report any such conflict, error, ambiguity or discrepancy unless the **Contractor** knew or reasonably should have known.

4.2.2 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of the **County, Contractor or Professional**, or any of their subcontractors, consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the **County, Professional** or any of the **Professional's** consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of 10.7.1 or any other provision of the Contract Documents.

## **4.3 Amending**

4.3.1 The Contract Documents may be amended to provide for additions, deletions and revisions to the Work by a Change Order or an Allowance Authorization.

4.3.2 In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification.



#### 4.4 Reuse of Documents

4.4.1 The **Contractor**, any Subcontractor, Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the **County** shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the **Professional** or the **Professional's** consultant; and shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of the **County** and specific written verification or adaption by the **Professional**.

### ARTICLE 5 – PROJECT CONDITIONS

#### 5.1 Availability of Lands

5.1.1 The **County** shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the **Contractor**. Upon reasonable written request, the **County** shall furnish the **Contractor** with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed. The **County** shall identify any encumbrances or restrictions not of general application, but specifically related to use of lands so furnished with which the **Contractor** will have to comply in performing the Work. Necessary easements or rights-of-way will be obtained and expenses will be borne by the **County**. If the **Contractor** and the **County** are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Time as a result of any delay in the **County's** furnishing these lands, rights-of-way or easements, the **Contractor** may make a claim therefore as provided in Articles 12 and 13. The **Contractor** shall provide for all additional lands and access, which includes access by **County** personnel thereto that may be required for temporary construction facilities or storage of material and equipment.

#### 5.2 Subsurface and Physical Conditions

5.2.1 Reference is made to the Supplementary Conditions for identification of those reports of exploration and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents.

#### 5.3 Limited Reliance by Contractor Authorized Technical Data

5.3.1 The **Contractor** may rely upon the general accuracy of the “technical data” contained in reports and drawings provided by the **County**. Such “technical data” is identified in the Supplemental Conditions. Except for said reliance on such “technical data,” the **Contractor** may not rely upon or make any claim against the **County**, **Professional** or any of the **Professional's** consultants with respect to:

5.3.1.1 the completeness of these reports and drawings for the **Contractor's** purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by the **Contractor** and safety precautions and programs incident thereto; or

5.3.1.2 other data, interpretations, opinions and information contained in said reports or shown or indicated in said drawings; or

5.3.1.3 any **Contractor** interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

#### **5.4 Unknown or Concealed Conditions**

5.4.1 If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the **Contractor** shall give the **County** notice, through the **Professional**, immediately before conditions are disturbed and in no event no later than 24 hours after first observance of the conditions.

5.4.2 The **Project Manager** and the **Professional** shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the **Contractor's** cost of, or time required for, performance of any part of the Work, the **Project Manager** and the **Professional** shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the **Project Manager** and the **Professional** determine that the conditions at the site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the **Professional** shall notify the **Contractor** of the determination in writing. The Work shall be performed after the **Professional** provides direction.

#### **5.5 Physical Conditions – Underground Facilities**

5.5.1 The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the **County** or the **Professional** by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

5.5.1.1 The **County** and the **Professional** shall not be responsible for the accuracy or completeness of any such information or data; and

5.5.1.2 The cost of the following will be included in the Contract Price and the **Contractor** shall have full responsibility for (i) reviewing and checking all such information and data; (ii) locating all Underground Facilities shown or indicated in the Contract Documents; (iii) coordination of the Work with the owners of such Underground Facilities during construction; and (iv) the safety and protection of all such Underground Facilities as provided in 7.11 and repairing any damage resulting from the Work.

5.5.2 If an Underground Facility is uncovered or revealed at or continuant to the site which was not shown or indicated in the Contract Documents, the **Contractor** shall, promptly after becoming aware of and before further disturbing conditions affected by or performing any Work in connection therewith (except in an emergency as required by 7.13), identify the owner of such Underground Facility and give written notice to that owner and to the **County** through the **Professional**. The **Project Manager** and the **Professional** will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If the **Project Manager** concludes that a change in the Contract Documents is required, a Change Order will be issued as provided in Article 11 to reflect and document such consequences. During such time, the **Contractor** shall be responsible for the safety and protection of such Underground Facility as provided in 7.11. The **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that the **Contractor** did not know of and could not reasonably have been expected to be aware of or to have anticipated. If the **County** and the **Contractor** are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Time, the **Contractor** may make a claim therefore as provided in Articles 12 and 13. However, the **County** and the **Professional** shall not be liable to the **Contractor** for any claims, costs, losses or damages incurred or sustained by the **Contractor** on or in connection with any other project or anticipated project.

## 5.6 Reference Points

5.6.1 The **County** shall provide the **Contractor** surveys to establish reference points for construction, which in the **County's** judgment are necessary to enable the **Contractor** to proceed with the Work. The **Contractor** shall be responsible for laying out the Work; shall protect and preserve the established reference points; and shall make no changes or relocation without the prior written approval of the **County**. The **Contractor** shall report to the **Professional** whenever any reference point is lost or destroyed or requires relocation of such reference points by professionally qualified personnel.

## **5.7 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material**

5.7.1 The **County** shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive material or any hazardous material uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The **County** shall not be responsible for any such material brought to the site by the **Contractor**, Subcontractor, Suppliers or anyone else for whom the **Contractor** is responsible.

5.7.2 The **Contractor** shall immediately: (i) stop all work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by 7.13); and (ii) notify the **County** and the **Professional** (and thereafter confirm such notice in writing). The **County** shall promptly consult with the **Professional** concerning the necessity for the **County** to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. The **Contractor** shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after the **County** has obtained any required permits related thereto and delivered to the **Contractor** special written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such Work may be resumed safely.

If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of such work stoppage or such special conditions under which Work is agreed by the **Contractor** to be resumed, either party may make a claim therefore as provided in Articles 12 and 13.

5.7.3 If, after receipt of such special written notice, the **Contractor** does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then the **Contractor** may order such portion of the work that is in connection with such hazardous conditions or in such affected area to be deleted from the Work. If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 12 and 13. The **County** may have such deleted portion of the Work performed by the **County's** own forces or others in accordance with Article 8.

5.7.4 The provisions of 5.2 and 5.5 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

## Article 6 - BONDS, INSURANCE, INDEMNIFICATION

### 6.1 Public Construction Bond and Other Bonds

6.1.1 The **Contractor** shall furnish a Public Construction Bond, unless otherwise stated in the Invitation for Bid, in an amount equal to the amount recommended for award and, if called out in the contract, the allowance amount, as security for the faithful performance and payment of all the **Contractor's** obligations under the Contract Documents. This Bond shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A, VIII or better.

6.1.2 The **Contractor** shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bond in the same amount of one or more change orders.

6.1.3 The bonds required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certify copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Supplementary conditions.

6.1.4 If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the **County**.

### 6.2 Certificates of Insurance

6.2.1 All insurance required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from an insurance company that is duly licensed or authorized in the State of Florida to issue insurance policies for the limits and coverages so required. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

6.2.2 The **Contractor** shall deliver to the **County**, with copies to each additional insured identified in 6.3.1, certificates of insurance (and other evidence of insurance

requested by the **County** or any other additional insured) which the **Contractor** is required to purchase and maintain in accordance with 6.3.1.

### 6.3 Contractor's Liability Insurance

6.3.1 The **Contractor** shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from **Contractor's** performance and furnishing of the Work and the **Contractor's** other obligations under the Contract documents, whether it is to be performed or furnished by the **Contractor**, Subcontractor, Supplier or anyone for whose acts any of them may be liable. The **Contractor** shall purchase and maintain in force during the contract period with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category, and acceptable to the **County** the following insurances. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

- a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability:	
Each Accident	<u>\$1,000,000</u>
Disease – Each Employee	<u>\$1,000,000</u>
Disease – Policy Limit	<u>\$1,000,000</u>
All States Endorsement	Statutory
USL & H Endorsement	Statutory
Voluntary Compensation	Statutory

- b. Commercial General Liability Insurance, naming the **County** (Owner) as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed \$25,000.

Aggregate Combined:	<u>\$2,000,000</u>
Each Occurrence:	<u>\$2,000,000</u>

M&C/CGL	\$ _____
Broad Form CGL	<u>\$1,000,000</u>
Contractual Liability	<u>\$1,000,000</u>
Products Completed Operations	<u>\$1,000,000/\$2,000,000</u>
Completed Operations	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Independent Contractors	\$ _____
XCU Property Damage Excel	\$ _____
Excess Liability	\$ _____
Medical Expenses	<u>\$10,000</u>

Regarding Completed Operations Liability: Continue coverage in force for two (2) years after **County's** acceptance of the project.

- c. Automobile Liability Insurance. Coverage shall be maintained by the **Contractor** as to the ownership, maintenance and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage Liability      \$1,000,000  
Combined Single Limit Each Accident

- d. **Environmental/Pollution Liability:** Not less than \$2,000,000 Each Occurrence

These policies will provide that:

- 1) The insurer(s) waive their rights of subrogation in favor of the **County**, their officials, employees, agents and consultants for Workers' Compensation and General Liability.
- 2) The **County**, a political subdivision of the State of Florida, shall be named as an additional insured with respect to liability arising from the work performed for the County by the Contractor (as defined by the scope of this bid and subsequent contract) for Automotive and General Liability policies of insurance. This should be stated on Certificate(s) of Insurance and subsequently endorsed into the policies. Renewal notices to be sent to the Procurement Division.
- 3) The **Contractor** shall not be given Notice to proceed under this contract until it has obtained all the insurance required by the Contract Documents and such

insurance has been approved by the **County**. The original insurance certificates shall be given to:

Polk County, a political subdivision of the State of Florida  
P.O. Box 9005, Drawer AS05  
Bartow, Florida 33830

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

6.3.2 Notwithstanding any other provision of these documents to the contrary, the **Contractor** shall not provide Builder's Risk or Architects' and Engineers' Professional Liability Insurance unless specially requested by the **County**. The **County** has Builder's Risk coverage and will provide the **Contractor** with appropriate Certificate of Insurance upon request. The County's Builder's Risk policy does not insure the **Contractor's** tools, machinery or equipment that is stored at the job site. If the **Contractor** is required to store tools, machinery or equipment at the job site, the **Contractor** should provide insurance in the form of an equipment floater for the **Contractor's** tools and equipment. The **County** should be named as an additional insured on the **Contractor's** policy, with an appropriate waiver of subrogation as to any claims the **Contractor** or the **Contractor's** insurer may have against the **County** arising from the storage of the **Contractor's** tools and equipment.

6.3.3 The **Contractor** shall not allow a Subcontractor to work on a project without either Subcontractor carrying their own Workers' Compensation and Liability insurance or the **Contractor** covering the Subcontractor under their policies. The policy is the same for each succeeding sub-tier contractor. The **County** may request proof of such coverage for any Subcontractor at any time during the project.

6.3.4 Any additional insurance, if required, will be called out in the Supplementary Conditions.

#### **6.4 Receipt and Application of Insurance Proceeds**

6.4.1 Any insured loss under the policies of insurance required by this agreement will be adjusted with the **County** and made payable to the **County** as fiduciary for the insured as their interest may appear. The **County** shall account for all money received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced; the money so received applied on account thereof; and the work and cost thereof covered by an appropriate change order or written amendment as determined by the **County**.



6.4.2 The **County** as fiduciary has the power to adjust and settle any loss with the insurers. If such objection is made, the **County** as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties and interests may reach. If no such agreement among the parties and interests is reached, the **County** as fiduciary shall adjust and settle the loss with the insurers.

## **6.5 Indemnification**

6.5.1 The **Contractor** shall indemnify, defend (by counsel reasonably acceptable to County) and hold harmless the County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses and expenses, including attorney fees, including, but not limited to or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss or expenses (a) is attributable to bodily injury, personal injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

6.5.2 In any and all claims against the **County** or any of its agents or employees by any employee of the **Contractor**, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensations or benefits payable by or for the **Contractor** or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.5.3 The **Contractor** shall indemnify and hold harmless the **County** and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses or expenses (including attorney fees) arising out of any infringement of patent or copyrights held by others; and shall defend all such claims in connection with any alleged infringement of such rights.

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### **7.1 Supervision and Superintendence**

7.1.1 The **Contractor** shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the Contract Documents. Prior to the commencement of the Work the **Contractor** shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the **County** the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the **County** may require the **Contractor** to assign a different superintendent and the **Contractor** will be required to submit the resume of the

replacement for the same consideration as before. The **Contractor** shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the **Contractor** shall not be responsible for the negligence of others in the design or specifications of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. The **Contractor** shall be responsible to see that the completed Work complies accurately with the Contract Documents.

7.1.2 The **Contractor** shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the **County**, through the **Professional**, except under extraordinary circumstances. The superintendent will be the **Contractor's** representative at the site and shall have authority to act on behalf of the **Contractor**. All communications to the superintendent shall be as binding as if given to the **Contractor**.

## **7.2 Labor, Material and Equipment**

7.2.1 The **Contractor** shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The **Contractor** shall at all times maintain good discipline and order on the site.

7.2.2 The **Contractor** shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

7.2.3 All material and equipment shall be new and of good quality, except as otherwise provided in the Contract Documents. If required by the **Professional**, the **Contractor** shall furnish satisfactory evidence as to the kind and quality of material and equipment.

7.2.4 All material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the Contract Documents.

## **7.3 Substitute Material or Equipment**

7.3.1 If the **Contractor** wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the **Professional** and the **Project Manager** for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same

function as that specified. No substitute shall be ordered or installed without the prior written approval of the **Professional**. The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the **Project Manager** and the **Professional** in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the Professional shall be by Change Order.

7.3.2 This paragraph applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the **Contractor** for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the end result. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The **Contractor** must state that they are submitting a VECP proposal. The VECP shall be submitted to the **County** through the **Professional**. The **County** reserves the right to reject, at their discretion, any VECP submittal. As a minimum, the following information shall be submitted by the Contractor with each VECP:

- 1) A description of the difference between the existing contract requirement and the proposed change;
- 2) The comparative advantages and disadvantages; and
- 3) Separate detailed cost estimates for both the existing contract requirement and the proposed change.

If a VECP is approved by the **County**, the **Contractor** may be entitled to share in the savings up to fifty percent (50%).

## **7.4 Concerning Subcontractors**

7.4.1 The **Contractor** shall be fully responsible for all acts and omissions of their Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the **Contractor**. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the **County** or any obligation on the part of the **County** to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The **County** may furnish to any Subcontractor, to the extent practical, evidence of amounts paid to the **Contractor** for specific Work done.

7.4.2 The **Contractor** shall identify and provide information on Subcontractors, Suppliers and other persons or organizations which shall be used by the **Contractor**, in accordance with requirements of the Contract Documents.

7.4.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the **Contractor** in dividing work among Subcontractor or delineating the Work to be performed by any specific trade.

7.4.4 The **Contractor** agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions and Supplementary Conditions, for the benefit of the **County**.

7.4.5 All Work performed for the **Contractor** by a Subcontractor shall be pursuant to an appropriate written agreement between the **Contractor** and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the **County** as trustee. The **Contractor** shall pay each Subcontractor an appropriate amount, determined by the value of the Work, of any insurance monies received by the **Contractor** under this insurance.

## 7.5 Patent Fees and Royalties

7.5.1. The **Contractor** shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The **Contractor** shall indemnify and hold harmless the **County** and its employees and agents from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

## 7.6 Permits

7.6.1 The **Contractor** shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs and public utility charges shall not be included in the base bid. Permit fees, if any, will be reimbursed to the **Contractor** on a separate invoice. Permits, if any, that are provided and paid for by the **County**, are listed in the Supplementary Conditions. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.

## 7.7 Laws and Regulations

7.7.1 The **Contractor** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the **Contractor** observes that any of the Contract Documents are contradictory to such laws, rules and regulations, it will notify the Professional promptly in writing. Any necessary changes shall then be adjusted by

an appropriate Change Order. If the **Contractor** performs any Work that they know or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the Professional, the **Contractor** shall bear all related costs.

## **7.8 Taxes**

7.8.1 The **Contractor** shall pay all sales, consumer, use and other similar taxes required to be paid by the **Contractor** in accordance with the Laws and Regulations of the place of the project which are applicable during the performance of the Work.

## **7.9 Use of Premises**

7.9.1 The **Contractor** shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents. The **Contractor** shall not unreasonably encumber the site with material and equipment. Any loss or damage to the **Contractor's** or any Subcontractor's equipment is solely at the risk of the **Contractor**.

7.9.2 During the progress of the Work, the **Contractor** shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminants resulting from the Work. At the completion of the Work, the **Contractor** shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The **Contractor** shall leave the site clean and ready for occupancy by the **County** at substantial completion of the Work. The **Contractor** shall restore to original condition all property so designated for alteration by the Contract Documents.

7.9.3 The **Contractor** shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The **Contractor** shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

## **7.10 Record Documents**

7.10.1 The **Contractor** shall keep at the site and in good order one record copy of the Contract Documents to include all Drawings and Specifications. These documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to the **Professional** and the **Project Manager** for their review. Upon completion of the requirements of the Contract Documents the **Contractor** shall turn over these annotated documents to the **County** unless instructed otherwise in the Supplementary Conditions.

## **7.11 Safety and Protection**

7.11.1 The **Contractor** shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

7.11.1.2 All employees on the Work and other persons who may be affected by it.

7.11.1.3 All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The **Contractor** shall assume all risk of loss for stored equipment or material, irrespective of whether the **Contractor** has transferred the title of the stored equipment or material to the **County**.

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

7.11.2 The **Contractor** is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The **Contractor** shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock Out/Tag Out of Hazardous Energy. The **Contractor** is required to comply with OSHA Standards regardless of the number of employees they may have.

7.11.3 A **County** representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the **County's** representative may have the authority, but not the duty, to require the **Contractor** to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists; or from one or more practices, means, methods, operations or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation:       The correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the **County**.

- Second violation      May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the **Contractor** to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.
- Third violation      This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the **County**.

**Note: The County Safety Officer may stop any job to ensure the safety of all concerned.**

7.11.4 Should the work site be in a hazardous area, the **County** may furnish the **Contractor** with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets or any other information that would assist the **Contractor** in the planning of a safe work site.

7.11.5 The **Contractor** shall be aware that while working for the **County**, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the **County**.

7.11.6 The **Contractor** shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the **Contractor's** superintendent, unless otherwise designated in writing by the **Contractor** to the **Professional**. All communications to the superintendent shall be as binding as if given to the **Contractor**.

7.11.7 Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall be notified immediately. The Contractor shall promptly report by telephone and in writing to a County Representative and Professional all accidents arising out of or in connection with the Work which cause death, personal injury (defined by OSHA as a "lost time" accident), or property damage in excess of \$500.00; giving full details and statements of any witnesses. County Representatives are defined as follows: The Division Director or the authorized representative, the division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County Projects.

7.11.8 Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be at this office within 24 hours of the request. Failure to provide the documentation within that time frame may cause the job to be shut down, at no expense to the **County**, until such documents are received.

7.11.9 In any event the **County** may stop the work when, in the **County's** opinion, the work is being performed in violation of any health and safety rules, regulations or laws. This includes environmental issues.

7.11.10 When it becomes necessary to stop the work for any of the reasons contained herein, the **County** shall issue a Stop Work Order to instruct the **Contractor** to cease work on the project. The **County** shall not be penalized in any manner as a result of this Stop Work Order.

## **7.12 Drug Free Work Place Policy**

7.12.1 The **County** has a very comprehensive policy to ensure a drug free work place. The substance of this policy shall become a part of this contract as described below.

7.12.1.1 The **Contractor** and its employees and Subcontractors are strictly prohibited from the following:

Using illegal drugs on **County** property; Manufacturing, distributing, dispensing, selling, possessing, or using a non-prescribed substance, illegal drug or alcohol, while at work or on or in **County** property. Reporting for work or performing work under the influence of a non-prescribed substance, illegal drug or alcohol.

7.12.1.2 If there is reason to believe that this policy is being violated, the **Contractor** shall be required to take immediate action to correct the violation and ensure the **County** that further violations will not occur. The remedy shall, at a minimum, require the person or persons who are the subject of the violation to be banned from the work place.

## **7.13 Emergencies**

7.13.1 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the **Contractor**, without special instructions or authorization from the **Professional** if time or circumstances do not permit, is obligated to prevent or mitigate threatened damage, injury or loss. The **Contractor** shall give the **Professional** written notice that the emergency provision has been invoked and shall state the reasons within twenty-four (24) hours of the incident. If the **Contractor** believes the emergency results in additional Work, a claim for a Change Order may be submitted in accordance with the procedures set forth herein.

7.13.1.1 The **Contractor** shall immediately notify the **Professional** of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) calendar days of the occurrence.



7.13.1.2 If the **Professional** determines that a change in the Contract Documents is required because of the action taken by the **Contractor** in response to such an emergency, a Change Order will be issued to document the consequences of such action.

## **7.14 Submittals and Samples**

7.14.1 After checking and verifying all field measurements, the **Contractor** shall promptly submit to the **Professional** for approval, in accordance with the accepted schedule of submittals, all submittals and samples required by the Contract Documents. All submittals and samples shall have been checked by and stamped with the approval of the **Contractor** and identified as the **Professional** may require. The data shown on or with the submittals will be complete with respect to dimensions, design criteria, materials and any other information necessary to enable the **Professional** to review the submittal as required. At the time of each submission, the **Contractor** shall give notice to the **Professional** of all deviations that the submittal or sample may have from the requirements of the Contract Documents.

7.14.1.1 The **Professional** shall review and approve submittals and samples. The **Professional's** review and approval shall be only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The **Contractor** will make any corrections required by the Professional and resubmit the required number of corrected copies until approved. The **Contractor's** stamp of approval on any submittal or sample shall constitute its representation to the **Professional** and the **County** that the **Contractor** has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data; and that each submittal or sample has been reviewed or coordinated with the requirements of the Work and the Contract Documents.

7.14.1.2 No Work requiring a submittal or sample submission shall commence until the submission has been approved by the **Professional**. A copy of each approved submittal and each approved sample shall be kept in good order by the **Contractor** at the site and shall be available to the **Professional** and the **County** staff. Any delays associated with the submittal process will be considered for time extensions only, and no damages or additional compensation for delay will be allowed.

7.14.1.3 The **Professional's** approval of submittals or samples shall not relieve the **Contractor** from responsibility for any variation from the requirements of the Contract Documents unless the **Contractor** has in writing called the **Professional's** attention to each such variation at the time of submission and the **Project Manager** has given written approval to the specific deviation; any such approval by the **Professional** shall not relieve the **Contractor** from responsibility for errors or omissions in the submittal.

7.14.1.4 Where a shop drawing or sample is required by the Contract Documents or the schedule of shop drawings and sample submissions accepted by the **Professional** as required, any related work performed prior to the Professional's review and approval of the pertinent submittal will be at the sole expense and responsibility of the **Contractor**.

## **7.15 Cleaning Up**

7.15.1 The **Contractor** shall maintain the site free from accumulations of waste material, rubbish and other debris or contaminants resulting from the work, at a minimum, on a daily basis or as otherwise required. At the completion of the work, the **Contractor** shall remove all waste material, rubbish and debris from the site as well as all tools, construction equipment, machinery and surplus material; and will leave the site clean and ready for occupancy by the **County**. All disposals shall be in accordance with applicable laws and regulations. In addition to any other rights available to the **County** under the Contract Documents, the **Contractor's** failure to maintain the site may result in withholding of any amounts due the **Contractor**. The **Contractor** will restore to original condition those portions of the site not designated for alteration by the Contract Documents.

## **ARTICLE 8 – OTHER WORK**

8.1 The **County** may perform additional work related to the Project with its own forces or may use other contracts for the execution of additional work. The **Contractor** shall provide the other contractors who are parties to such contracts, including but not limited to, the other contractor's employees, agents, Subcontractors and Suppliers (or the **County's** forces performing the additional work), reasonable opportunity for the introduction and storage of material and equipment and the execution of work, and shall properly connect and coordinate its work with theirs. The **Contractor** shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The **Contractor** shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the **Professional** and the others whose work will be affected. The **Contractor** is not entitled to exclusive use of the site.

8.1.1 If any part of the **Contractor's** work depends (for proper execution or results) upon the work of any other contractor (or the **County**), the Contractor will inspect and promptly report to the Professional in writing any defects or deficiencies in the work that renders it unsuitable for the proper execution and results. The **Contractor's** failure to report shall constitute an acceptance of the other work, except as to defects and deficiencies which may appear in the other work after the execution of its work.

## **ARTICLE 9 – COUNTY’S RESPONSIBILITIES**

9.1 Except as otherwise provided in these General Conditions, the **County** shall issue all communications to the **Contractor** through the **Professional**.

9.1.1 The **County** shall furnish the data required under the Contract Documents and shall make payments to the **Contractor** when due as provided in Article 15.

9.1.2 The **County’s** responsibilities for providing lands, easements and engineering surveys to establish reference points are set forth in Article 5.

## **ARTICLE 10 – PROFESSIONAL’S STATUS DURING CONSTRUCTION**

### **10.1 County’s Representative**

10.1.1 The **Professional** shall be a representative of the **County** during the construction period. The duties, responsibilities and limitations of authority of the **Professional** as the **County’s** representative during construction are set forth in these General Conditions.

### **10.2 Visits to the Site**

10.2.1 The **Professional** shall make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

### **10.3 Clarifications and Interpretations**

10.3.1 The **Professional** shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by the **Contractor**, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the **Contractor** believes that a written clarification and interpretation entitles them to an increase in the Contract Price, Contract time, or both, the **Contractor** may make a claim as provided for in Article 11, 12 and 13.

### **10.4 Rejecting Defective Work**

10.4.1 The **Professional** has the authority to disapprove or reject Work, which is defective. The **Professional** also has authority to require special inspection or testing of the Work at the **Contractor’s** expense, as provided in Article 14, whether or not the Work is fabricated, installed or completed when the work has been declared defective.

### **10.5 Resident Engineer or Architect**

10.5.1 The **Professional** may furnish a full or part-time Resident Engineer or Architect and other personnel to assist them in carrying out services at the site. The duties,

responsibilities and limitations of authority of the Resident Engineer or Architect and other personnel are set forth in the Supplementary Conditions, if applicable.

## **10.6 Decisions on Disagreements**

10.6.1 The **Professional** shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If the **Contractor** disagrees with the **Professional's** opinion, the **Contractor** shall refer claims, disputes and other matters relating to the acceptability of the Work or their interpretation of the requirements of the Contract Documents initially to the **Professional** in writing with a request for a formal decision. The **Professional** will render in writing their opinion concerning the **Contractor's** request for a formal decision and shall submit same to the **Project Manager**. After receipt of the **Professional's** written opinion and all information requested from the **Contractor**, the **Project Manager** shall render a formal decision in writing, which shall then be conveyed to the **Contractor** by the **Professional**. Written notice of each claim, dispute and other matter shall be delivered by the **Contractor** to the **Professional** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Professional** within fifteen (15) calendar days after the occurrence unless the **Professional** allows additional time. If the **Contractor** fails to strictly comply with these notices and submittal time periods, the **Contractor** shall be deemed to have waived their right to assert a claim the **Contractor** might otherwise have had concerning the matter.

## **10.7 Limitation on Professional's Responsibilities**

10.7.1 Neither the **Professional's** authority to act under this Article or elsewhere in the Contract Documents, nor any decision made in good faith to exercise their authority, shall give rise to any duty or responsibility of the **Professional** to the **Contractor**, any Subcontractor, any of their agents or employees.

10.7.1.1 The **Professional** shall not be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions and programs used. The **Professional** shall not be responsible for the **Contractor's** failure to perform the Work in accordance with the Contract Documents.

10.7.1.2 The **Professional** shall not be responsible for the acts or omissions of the **Contractor**, any **Subcontractors**, any agents, employees or any other persons performing any of the Work.

## **ARTICLE 11 – CHANGES IN THE WORK**

### **11.1 Changes**

11.1.1 Without invalidating the **Contract**, the **County** may at any time order additions, deletions or revisions in the Work. The **Professional** shall provide the **Contractor** with a proposal request, identifying the work to be added, deleted or revised. Upon receipt,

the **Contractor** shall promptly submit a written proposal for the changed work prepared in accordance with Articles 12 and 13. If the proposal request calls only for the deletion of work, the **Professional** may order the partial suspension of any work related to the proposed deletion, in which case the **Contractor** must cease performance as directed; the **Contractor** shall not be entitled to claim lost profits on deleted work. All change work shall be executed under the applicable conditions of the Contract Documents.

11.1.2 Additional work performed by the **Contractor** without authorization of a Change Order or Allowance Authorization will not entitle the **Contractor** to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 7. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

11.1.3 Upon agreement as to changes in the Work to be performed, work performed in an emergency as provided in Article 7, and any other claim of the **Contractor** for a change in the Contract Time or the Contract Price, the **Professional** will prepare a written Change Order to be signed by the **Professional** and the **Contractor** and submitted to the **County** for approval.

11.1.4 It is the **Contractor's** responsibility to notify its Surety of any changes affecting the general scope of the Work, Contract Price or Contract Time.

11.1.5 In the absence of an agreement as provided in 11.1.3, the **County** may, at its sole discretion, issue a Construction Change Directive to the Contractor. Pricing of the Construction Change Directive will be in accordance with Section 12.1.3. The Construction Change Directive will specify a price and, if applicable, a time extension determined to be reasonable by the County. If the Contractor fails to sign such Construction Change Directive, the Contractor may submit a claim in accordance with Articles 11, 12 and 13, but the Contractor shall nevertheless be obligated to fully perform the Work as directed by the Construction Change Directive.

11.1.6 The **Contractor** shall proceed diligently with performance of the Work as directed by the **County**, regardless of pending claim actions, unless otherwise agreed to in writing.

## **ARTICLE 12 – CHANGE OF CONTRACT PRICE**

### **12.1 The Contract Price**

12.1.1 The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to the **Contractor** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the **Contractor** shall be at the **Contractor's** expense without change in the Contract Price.

12.1.2 The Contract Price may only be increased or decreased by a written Change Order or Construction Change Directive. Any claim for an increase shall be in writing and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Professional** within fifteen (15) calendar days after the occurrence unless the **County** allows additional time.

12.1.3. The value of any work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined by the following procedures:

12.1.3.1 Designated Unit Price (Field Measure)

The **Contractor** and the **County** recognize and acknowledge that the quantities shown for those items designated in the Bid Submittal (Part C) as unit price items are approximations prepared by the **County** for bid purposes and that the actual compensation payable to the **Contractor** for the utilization of these items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Work as originally defined in the Contract Documents.

When it is determined by the **County** that an addition, deletion or revision to the Work as defined in these Contract Documents is required and affects the quantities required for items designed in the Bid Submittal (Part C) as unit price items, the **Contractor** and the **County** agree that the compensation payable to the Contractor for the unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Submittal (Part C) to the quantity of the unit price item required to complete the Work as defined in the Contract Documents.

12.1.3.2 Other Unit Prices

For items not designated in the Bid Submittal (Part C) as unit prices, the **County** and the **Contractor** may establish unit prices as agreed on by Change Order.

12.1.3.3 Lump Sum

When it is determined by the **County** that an addition, deletion or revision to the Work is required which results in a change in the Work designated in the Bid Submittal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

12.1.4 If the pricing methods specified in 12.1.3 are inapplicable, or if the parties are unable to agree on a price for the changed work, a reasonable price for the same shall be established by the **County** in accordance with 12.2. The County shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with 11.1.5. The Contractor shall perform the work as directed in the Change Order.

12.1.5 Failure on the part of the **Contractor** to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to

acceptable tolerances at no additional costs to the **County**; acceptance at no pay; or acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the **County**. Determinations of aggregate monetary change for items identified as lump sum quantities shall be made by the **County** based upon an analysis of the scope of the Contractor's failure to construct to plan or authorized dimensions.

## **12.2 Cost of Work**

12.2.1 The term "Cost of Work," for the purpose of Change Orders or Allowance Work, means the cost necessarily incurred and paid by the Contractor in the proper performance of the Change Order Work. Except as may be agreed to in writing by the **Professional**, such costs shall be in amounts no higher than those prevailing in the area of the Work and may include the categories listed below.

12.2.1.1 Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave)

12.2.1.2 Owned Equipment (at lowest applicable equipment manual rate) (Blue Book Value)

12.2.1.3 Rented Equipment (at actual rental rate)

12.2.1.4 Material

12.2.1.5 Supplies

12.2.1.6 Subcontractors' Costs

12.2.1.7 Bonds and Insurance

12.2.1.8 Contractor's Fee (per 12.3)

12.2.1.9 Permit Fees

12.2.2 The **Contractor** shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of, all claims in accordance with this Article.

12.2.3 The term "Cost of the Work" shall not include any of the following:

12.2.3.1 Payroll costs and other compensation of the **Contractor's** officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, layers, auditors, accountants, Procurement and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the **Contractor**, whether at the site or in its principal or a branch office, for general administration of the Change Order work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the **Contractor's** mark-up.

12.2.3.2 Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.

12.2.3.3 Expenses of **Contractor's** principal and branch offices other than the **Contractor's** office at the site.

12.2.3.4 Any part of the **Contractor's** capital expenses, including interest on the **Contractor's** capital used for the Change Order work and charges against the **Contractor** for delinquent payments.

12.2.3.5 Cost of premiums for all bonds and insurance, whether or not the **Contractor** is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the work).

12.2.3.6 Costs due to the negligence of the **Contractor**, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to: the correction of defective Work; disposal of material or equipment wrongly supplied; and making good any damage to property.

12.2.3.7 Overhead or general expense costs of any kind (other than as provided in 12.3).

### **12.3 Contractor's Mark-Up**

12.3.1 The maximum percentage allowed for the **Contractor's** combined overhead and profit shall be as follows:

12.3.1.1 For all such Change Order work or Allowance Work done, a fixed percentage of the total adjustment to the Contract Price shall be negotiated and shall not exceed ten percent (10%).

12.3.2 For all changes, the **Contractor** shall submit an itemized cost breakdown, together with supporting data in the detail and form as prescribed by the **Professional**. When a credit is due, the amount of credit to be allowed by the **Contractor** to the **County** for any change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the **Professional**, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit markup.

## **ARTICLE 13 – CHANGE OF CONTRACT TIME**

13.1 The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the **Project Manager** within fifteen (15) calendar days after the occurrence, unless the **Professional** allows



additional time. All claims submitted by the **Contractor** for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond the **Contractor's** control or fault.

13.1.1 If the **Contractor** is delayed at any time in the performance, progress, commencement or completion of the Work by any act or neglect of the **County** or the **Professional**, by an employee of either, by any separate contractor employed by the **County**, by changes ordered in the Work, by labor disputes, fire, unavoidable casualties, unforeseeable weather conditions, utility conflicts which could not have been identified or foreseen by the **Contractor** using reasonable diligence or by any causes beyond the **Contractor's** control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as the **County** may determine. The **Contractor** shall be entitled to an extension of time for causes only for the number of days of delay which the **County** may determine to be due solely to these causes and only to the extent these occurrences actually delay the completion of the Work; and then only if the **Contractor** shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the **County** or the **Professional** may be responsible in whole or in part, shall relieve **Contractor** of its duty to perform or give rise to any right to damages or additional compensation from the **County**. The Contractor's sole and exclusive remedy against the **County** for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be right to seek an extension to the Contract Time in accordance with the procedures set forth herein.

13.1.2 The **County's** Project Manager may, in their discretion, approve a request from the Contractor to suspend work due to inclement weather. Such approval by the County's Project Manager must be in writing and, once given, shall serve to extend the contract time by the same number of days.

#### **ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)**

14.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-

performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

14.3 The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

## **ARTICLE 15 – WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK**

### **15.1 Warranty and Guarantee**

15.1.1 The **Contractor** warrants and guarantees to the **County** that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Project Manager**. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

15.1.2 If, after approval of final payment and prior to the expiration of one year after the date of final completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Contract Documents, the **Contractor** shall promptly, without cost to the **County** and in accordance with the **County's** written instructions, either correct such defective Work or, if it has been rejected by the **County**, remove it from the site and replace it with non-defective work. If the **Contractor** does not promptly comply with the terms of

such instructions, the **County** may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the **Contractor**.

## **15.2 Tests and Inspections**

15.2.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the **Contractor**, the **Contractor** shall give the **Professional** timely notice. The testing firm(s) (if assigned by the **Contractor** to this Work) and all such inspections, tests or approvals provided for by the **County** shall be identified in writing by the **Professional** to the **Contractor**. All other inspections, tests or approvals shall be at the **Contractor's** expense, including additional expenses for inspection and tests required as a result of delays by the **Contractor** or hours worked in excess of 40 hours per week. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the **Contractor** will furnish the **Professional** with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the **Professional** and at the **Contractor's** expense.

15.2.2 Neither observations by the **Professional** or the **Project Manager** nor inspections, tests or approvals by persons other than the **Contractor** shall relieve the **Contractor** of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

## **15.3 Access to the Work**

15.3.1 For the duration of the Work, the **Professional** and their representatives, other designated representatives of the **County** and authorized representatives of any regulatory agency shall at all times be given access to the Work.

The **Contractor** shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

## **15.4 Uncovering the Work**

15.4.1 If any work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the **Professional**, or if any work is covered contrary to the request of the **Project Manager**, the work shall, if requested by the **Professional** or the **Project Manager**, be uncovered for observation, inspection, testing or approval and replaced at the **Contractor's** expense.

15.4.2 If any work has been covered which either the **Professional** or the **Project Manager** has not specifically requested to observe, or if the **Professional** or the

**Project Manager** considers it necessary or advisable that covered work be inspected or tested by others, the **Contractor**, upon written request of the **Professional** or the **Project Manager**, shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the **Contractor** shall bear the expense of such uncovering, exposure, observation, inspection, testing and satisfactory reconstruction. If, however, such work is not found to be defective, the **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if it makes a claim as provided in Articles 11, 12 and 13.

## **15.5 Stop Work**

15.5.1 When work is defective or when the **Contractor** fails to supply sufficient skilled workmen, suitable material, suitable equipment, make prompt payments to Subcontractors for labor, material or equipment, or if the **Contractor** violates any provisions of these Contract Documents, the **County** may order the **Contractor** to stop the work until the cause for such order has been eliminated. However, this right of the **County** to stop the work shall not give rise to any duty on the part of the **County** to exercise this right for the benefit of the **Contractor** or any other party. The **Contractor** shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

## **15.6 Correction or Removal of Defective Work**

15.6.1 When directed by the **Professional**, the **Contractor** shall promptly, without cost to the **County** and as specified by the Professional either correct the defective work whether fabricated, installed or completed, or remove it from the site and replace it with non-defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the Professional, the County may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the Contractor or deducted from payment to the Contractor. The Contractor will also bear the expense of correcting or removing and replacing all work of others destroyed or damaged by the correction, removal or replacement of the defective work.

## **15.7 Acceptance of Defective Work**

15.7.1 If, instead of requiring correction or removal and replacement of defective work, the **County** prefers to accept it, the **County** may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the **Contractor** shall pay to the **County** an appropriate sum to compensate for the defect in the work.

## **15.8 Neglected Work by Contractor**

15.8.1 If the **Contractor** neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the **Professional** may direct the **Contractor** to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment working extended hours and additional days, all at no cost to the **County**, in order to put the Work back on schedule. If the **Contractor** fails to correct the deficiency or take appropriate corrective action, the **County** may terminate the contract or **Contractor's** right to proceed with that portion of work and have the work done by others. The cost of completion under such procedure shall be charged against the **Contractor**. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **County**.

15.8.2 Should the **Contractor** work overtime, weekends or holidays to regain the schedule, all costs to the **County** of associated inspection, construction management and resident engineering shall be identified to the **Contractor** and the Contract Price reduced by a like amount via Change Order.

## **ARTICLE 16 – PAYMENT AND COMPLETION**

### **16.1 Schedule of Values**

16.1.1 The Schedule of Values established as provided in General Conditions 3.5.2.2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the **Professional** and the **Project Manager**. Progress payments using unit prices bid will be based on the number of units completed. Lump sum bids do not have a provision for a unit price adjustment.

16.1.2 The Schedule of Values will include a breakdown of divisions of the work in a manner that will identify Subcontractors by the classification of their work according to any accepted numerical sequence, such as AIA numerical classification. Any Subcontractor identified by the **Contractor**, as a Woman/Minority Business Entity shall be noted in the schedule of values on a separate line of the schedule of values with an extension to the numerical classification used to identify the particular division of work. The extension will be according to the following: 002- Woman Business Enterprise; 003 – African American Enterprise; 004 – Hispanic American; 005 – Asian Pacific American Business; 006 – Native American Business; and 007 – Asian-Indian American Business.

## **16.2 Application for Progress Payment: Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers**

16.2.1 At least seven (7) calendar days before the date established for each progress payment (but not more often than once a month), **Contractor** shall submit the following to the **Professional** for review: (i) an Application for Payment filled out and signed by the **Contractor** covering the work completed as of the date of the Application; (ii) a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers (as further described in Subsection 16.2.2 below) in a form the County will designate and provide to the **Contractor**, and (iii) all other supporting documentation as is required by the Contract Documents. If payment is requested on the basis of material and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the **County** has received the material and equipment free and clear of all liens and evidence that the material and equipment are covered by appropriate property insurance and other arrangements to protect the **County's** interest therein, all of which will be satisfactory to the **County**. Payment is subject to retainage in accordance with F.S. 218.735. The amount of retainage is 5% in accordance with the contract document or as provided in F.S. 218.735.

16.2.2 As additional conditions precedent to the County's obligation to pay the Contractor each progress payment, to include the final payment due under the Contract, the Contractor must (i) pay all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include any payments of retainage) that the County has made to Contractor for Work that has been satisfactorily completed; and (ii) execute and deliver to the Professional a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers with its Application for Payment submitted in accordance with Subsection 16.2.1 above. If the Contractor has not made the required payments to all Subcontractors and Suppliers, but the Contractor has (a) demonstrated good cause (as reasonably determined by the County) for not making any required payment; (b) delivered written notice to the County and to the applicable Subcontractor or Supplier specifically stating why the Contractor has not paid the Subcontractor or Supplier its proportionate share of the progress payments that the County has made to the Contractor pursuant to the Contract, and (c) completed all other requirements and conditions precedent to the receipt of the requested progress payment, then the County will pay Contractor the progress payment in accordance with the Contract requirements.

## **16.3 Contractor's Warranty of Title**

16.3.1 **Contractor** warrants and guarantees that title to the work, material and equipment covered by any Application for Payment, whether incorporated in the Work

or not, will pass to the **County** no later than the time of payment, free and clear of all liens.

#### **16.4 Approval of Payments**

16.4.1 The **Professional**, after receipt of each Application for Payment, will either indicate in writing a recommendation of payment and present the application to the **County**, or return the application to the **Contractor** indicating in writing the **Professional's** reasons for refusing to recommend payment. In the latter case, the **Contractor** may make the necessary corrections and resubmit the application. The **County** shall make payment in accordance with F.S. 218.735.

16.4.2 The **Professional's** recommendation of any payment requested in an Application for Payment will constitute a representation by the **Professional** to the **County** based on the **Professional's** review of the Application for Payment and the accompanying data and schedules, that to the best of the **Professional's** knowledge, information and belief:

- a) The Work has progressed to the point indicated;
- b) The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work and to any other qualifications stated in the recommendation); and
- c) The conditions precedent to the **Contractor's** being entitled to such payment appear to have been fulfilled in so far as it is the **Professional's** responsibility to observe the Work.

16.4.3 By recommending any such payment, the **Professional** will not be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Professional** in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **County** or entitle the **County** to withhold payment to the **Contractor**.

16.4.4 The **Professional's** recommendation of any payment, including final payment, shall not mean that the **Professional** is responsible for the **Contractor's** means, methods, techniques, sequences or procedures of construction; or the safety precautions and programs incident thereto; or for any failure of the **Contractor** to comply with Laws and Regulations applicable to the furnishing or performance of Work; or for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

16.4.5 The **Professional** may refuse to recommend the whole or any part of any payment if, in the **Professional's** opinion, they are unable to make the representation that the Application is acceptable to the **County**. The **Professional** may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the **Professional's** opinion to protect the **County** from loss because:

- a) The Work is defective;
- b) The Contract Price has been reduced by Change Order;
- c) The **County** has been required to correct defective work or complete work in accordance with Article 15;
- d) Claims have been filed against the **County** for which the **Contractor** may be liable; and/or
- e) The work was executed unsatisfactorily; the **Contractor** failed to clean up as required in Article 7 or the work is otherwise not in compliance with these Contract Documents.

16.4.6 The **County** will give the **Contractor** immediate notice stating the reasons for such action and promptly pay the **Contractor** the amount so withheld, or any adjustment thereto agreed to by the **County** and the **Contractor**, when the **Contractor** corrects, to the **County's** satisfaction, the reasons for such action.

## **16.5 Substantial Completion**

16.5.1 Definition. Substantial Completion is the stage in the progress of the Work when the Work or specified portion thereof is sufficiently complete in accordance with the Contract Documents so the **County** can occupy or utilize the Work for its intended purpose.

16.5.2 Certificate of Substantial Completion. When the **Contractor** considers that the Work, or a specified portion thereof, which the **County** agrees to accept separately, is substantially complete, the **Contractor** shall notify the **Professional** and the **Project Manager**. Along with such notification, the **Contractor** shall submit to the **Professional** a thorough and inclusive list of all remaining Work items to be completed or corrected. Upon receipt of the **Contractor's** notification and list, the **Professional** and the **Project Manager** will visit the site to determine whether the Work or designated portion thereof is substantially complete. Once the **Professional**, in consultation with the **County**, determines that the Work or specified portion thereof is substantially complete, the **Professional** will prepare a Certificate of Substantial Completion that shall establish the



date of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the **Contractor** for its written acceptance and then to the **County** for acceptance and issuance.

16.5.3 Deficiency List. The Certificate of Substantial Completion shall include a list prepared by the **Professional** (the "Deficiency List") of final work items remaining, which must be completed to render the Work, or specified portion thereof, complete, satisfactory, and acceptable in accordance with the Contract Documents. The Deficiency List shall include those items from the **Contractor's** list described in Section 16.5.2 above which remain incomplete or uncorrected as of the date of Substantial Completion, along with any other incomplete or unsatisfactory items as determined by the **Professional** or the **Project Manager**. Failure to include on the Deficiency List any corrective work or pending items not yet completed shall not alter the responsibility of the **Contractor** to complete all the construction services purchased pursuant to the Contract Documents. The **Professional**, in consultation with the **County**, shall establish a date for completion of the items identified in the Deficiency List, and this date for completion shall be noted on the Certificate of Substantial Completion. The **Professional** shall also include an estimated cost to complete each item on the Deficiency List. Should the **Contractor** fail to complete the items by the date noted on the Certificate of Substantial Completion, the **County** may complete the item and deduct the costs from the final Application for Payment.

16.5.4 Project Closeout and Payment of Retainage. In accordance with Section 255.077(4), Fla. Stat., within 20 business days after developing the Deficiency List, and after receipt of a proper invoice or payment request, the **County** shall pay the **Contractor** the remaining balance of the contract, including any remaining retainage withheld by the **County** pursuant to Section 255.078, Florida Statutes, less an amount equal to 150 percent of the estimated cost to complete the items on the Deficiency List.

16.5.5 Warranties. Warranties required by the Contract Document shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

## **16.6 Beneficial Occupancy**

16.6.1 Use by the **County** at the **County's** option of any substantially completed part of the Work which (i) has specifically been identified in the Contract Documents, or (ii) the **County**, **Professional** and **Contractor** agree constitutes a separately functioning and usable part of the Work that can be used by the **County** for its intended purpose without significant interference with the **Contractor's** performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to 16.6.2.

16.6.2 The **County** at any time may request the **Contractor** in writing to permit the **County** to use any such part of the Work which the **County** believes to be ready for its

intended use and substantially complete. If the **Contractor** agrees that such part of the Work is substantially complete, the **Contractor** will certify to the **County** and the **Professional** in writing that the **Contractor** considers any such part of the Work ready for its intended use and substantially complete and request the **Professional** to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the **County**, **Contractor** and **Professional** shall make an inspection of that part of the Work to determine its status of completion. If the **Professional** does not consider that part of the Work to be substantially complete, the **Professional** will notify the **County** and the **Contractor** in writing giving the reasons therefore. If the **Professional** considers that part of the Work to be substantially complete, the provisions of 16.5 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

16.6.3 The **County**, may at its discretion, reduce the amount of retainage beyond the amount prescribed in F.S. 218.735 subject to Beneficial Occupancy.

16.6.4 Retainage will not be released in the face of a claim by the **County** for liquidated damages or a dispute claim by the **Contractor** for additional compensation.

## **16.7 Final Inspection**

16.7.1 Upon written notice from the **Contractor** that the entire Work or an agreed portion thereof is complete, the **Professional** will make a final inspection with the **County** and the **Contractor** and will notify the **Contractor** in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The **Contractor** shall immediately take such measures as necessary to complete such Work or remedy such deficiencies.

## **16.8 Final Application for Payment**

16.8.1 After the **Contractor** has completed all such corrections to the satisfaction of the **Professional** and the **County** and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 6.2, certificates of inspection, marked-up record documents and other documents, the **Contractor** may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety to final payment; and (iii) a final Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers.

16.8.2 No application for final payment will be accepted by the **County** until all required documentation by the **Contractor** has been accepted and approved by the **Professional** and the **County**.

16.8.3 Notwithstanding any other provision of these contract documents to the contrary, the **County** and the **Professional** are under no duty or obligation whatsoever to any vendor, material provider, Subcontractor, laborer or other party to ensure that payments due and owing by the **Contractor** to any of them are or will be made. Such parties shall rely only on the **Contractor's** surety bonds for remedy of nonpayment by the **Contractor**. The **Contractor** agrees to defend and resolve all claims made by Subcontractors, indemnifying the **County** and the **Professional** for all claims arising from or resulting from Subcontractor, Supplier, material men or laborer services in connection with this project.

16.8.4 The **Contractor** will indemnify the **County** and **Professional** for any damages sustained including lost revenues resulting from the **Contractor's** failure or refusal to perform the work required by these contract documents.

## **16.9 Final Payment and Acceptance**

16.9.1 If, on the basis of the **Professional's** observation of the Work during construction and final inspection, and the **Professional's** review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the **Professional** is satisfied that the Work has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Professional** will, after receipt of the final Application for Payment, indicate in writing the **Professional's** recommendation of payment and present the Application to the **County** for payment. At the same time, the Professional will also give written notice to the County and the **Contractor** that the Work is acceptable subject to the provision of 16.10. Otherwise, the **Professional** will return the application to the **Contractor**, indicating in writing the reasons for refusing to recommend final payment, in which case the **Contractor** shall make the necessary corrections and resubmit the Application. After the presentation to the **County** of the application and accompanying documentation, in appropriate form and substance and with the **Professional's** recommendation and notice of acceptability, the amount recommended by the **Professional** will become due and will be paid by the **County** to the **Contractor**.

16.9.2 If, through no fault of the **Contractor**, final completion of the Work is significantly delayed and if the **Professional** so confirms, the **County** shall, upon receipt of the **Contractor's** final Application for Payment and recommendation of the **Professional**, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the **County** for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if bonds have been furnished as required in Article 6, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the **Contractor** to the **Professional** with the application for such payment. Such payment shall be made

under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

16.9.3 The remainder of the Contract Price will be approved for payment upon final completion of the work, acceptance of the work by the **County** and settlement of all claims.

#### **16.10 Waiver of Claims**

16.10.1 The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **County**, other than those previously made in writing and still unsettled.

16.10.1.1 The making and acceptance of final payment will constitute a waiver of all claims by the **County** against the **Contractor**, except claims arising from unsettled liens from defective Work appearing after final inspection pursuant to 16.7; from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; or from the **Contractor's** continuing obligations under the Contract Documents.

### **ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION**

#### **17.1 Suspension of Work**

17.1.1 At any time and without cause, the **County** may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the **Contractor** and the **Professional**, which will fix the date on which Work will be resumed. The **Contractor** shall resume the Work on the date so fixed. The **Contractor** shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if the **Contractor** makes any approved claim therefore as provided in Articles 12 and 13.

#### **17.2 Termination For Cause**

17.2.1 Upon the occurrence of any one or more of the following events:

- a) If the **Contractor** fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable material or equipment; or failure to adhere to the progress schedule established;
- b) If the **Contractor** disregards laws or regulations of any Regulations of any public agency having jurisdiction;
- c) If the **Contractor** disregards the authority of the **Professional** or the **Project Manager**; or

- d) If the **Contractor** otherwise violates in any substantial way any provisions of the Contract Documents.

The **County** may, after giving the **Contractor** and surety seven (7) working days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the **Contractor**; exclude the **Contractor** from the site; take possession of the Work and of all the **Contractor's** tools, appliances, construction equipment and machinery at the site; use the same to the full extent they could be used by the **Contractor** (without liability to the **Contractor** for trespass or conversion); incorporate in the Work all material and equipment stored at the site or for which the **County** has paid the **Contractor** but which are stored elsewhere; and finish the Work as the **County** may deem expedient. In such case, the **Contractor** shall not be entitled to receive any further payment beyond an amount equal to the value of the work actually completed and the value of material and equipment not incorporated in the work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, the **Contractor** shall pay the difference to the **County**. Such costs incurred by the **County** shall be verified by the **Professional** and incorporated in a Change Order; but in finishing the work the **Contractor** shall not be required to obtain the lowest figure for the work performed. The **Contractor's** obligations to pay the difference between such costs and such unpaid balance shall survive termination of the agreement.

17.2.2 In the event the **County** terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

### **17.3 Termination for Convenience**

17.3.1 Upon seven (7) working days' written notice to the **Contractor** and the **Professional**, the **County** may, without cause and without prejudice to any other right or remedy of the **County**, elect to terminate the **Contract**. In such case, the **Contractor** shall be paid (without duplication of any items):

- a) For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- b) For expenses sustained prior to the effective date of termination in performing services and furnishing labor, material or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

- c) For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and
- d) For reasonable expenses directly attributable to termination.

The **Contractor** shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

17.3.2 If through no act or fault of the **Contractor**, the Work is suspended for a period of more than ninety (90) calendar days by the County, or under an order of court or other public authority, or the **Professional** fails to act on any Application for Payment within thirty (30) calendar days after it is submitted, or the **County** fails for thirty-one (31) calendar days to pay the Contractor any sum finally determined to be due, then the **Contractor** may, upon seven (7) working days' written notice to the **County** and the **Professional**, terminate the Agreement and recover from the **County** payment on the same terms as provided in 17.2.2, provided the **County** or the **Professional** did not remedy such suspension or failure within that time. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if the **Professional** has failed for thirty-one (31) calendar days to pay the **Contractor** any sum finally determined to be due, the **Contractor** may upon seven (7) days' written notice to the **County** and the **Professional** stop the Work until payment is made of all such amounts due the **Contractor**, including interest thereon. The provisions of this paragraph are not intended to preclude the **Contractor** from making claim under Articles 12 and 13 for an increase in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to the **Contractor's** stopping Work as permitted by this paragraph.

## ARTICLE 18 – DISPUTES

18.1 All disputes arising under this Contract or its interpretation whether involving law, fact or both, or extra work, and all claims for alleged breach of contract, shall within ten (10) working days of the commencement of the dispute be presented by the **Contractor** to the **County** for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the **Contractor** shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) working days of its commencement, the claim will be considered only for a period commencing ten (10) working days prior to the receipt by the **County** of notice thereof. Each decision by the **County** will be in writing and will be mailed to the **Contractor** by registered or certified mail, return receipt requested, directed to the **Contractor's** last known address.

18.1.1 If the **Contractor** does not agree with any decision of the **County**, the **Contractor** shall seek mediation by a certified circuit court civil mediator who will be

agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) calendar days of the request for mediation, said mediator will be chosen by the **Contractor**. Any mediation will be held in Polk County, unless otherwise agreed to by the **County**. The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties, if the mediator is agreed upon, and by the **Contractor** if agreement on the mediator cannot be reached.

18.1.2 If the **Contractor** does not agree with any decision of the **County**, or the mediation is unsuccessful, the **Contractor** shall in no case allow the dispute to delay the Work but shall notify the **County** promptly that the work proceeding under protest and that the matter in question may be accepted from the final release.

## **ARTICLE 19 – MISCELLANEOUS**

19.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

19.2 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

19.3 Should the **County** or the **Contractor** suffer injury or damage to its person or property because of any error, omission or act of the other or of any of their employees, agents or others for whose acts they may be legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

19.4 All representations, warranties and guarantees made in the contract documents will survive final payment and termination or completion of the agreement. Also, the obligation of the **Contractor** to maintain the work until initiation of operation shall survive final payment, termination or completion of the Contract.

19.5 The **Contractor** shall keep adequate records and supporting documentation applicable to the Work and Contract. Said records and documentation shall be retained by the **Contractor** for a minimum of five (5) years from the date of final completion or termination of this Contract. The County shall have the right to audit, inspect and copy all such records and documentation as often as the **County** deems necessary during the period of the Contract and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. The **County**, during this period of time, shall also have the right to obtain a copy of and

otherwise inspect any audit made at the direction of the **Contractor** as concerns the aforesaid records and supporting documentation.

#### **ARTICLE 20 - Unauthorized Alien(s):**

20.1 The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

#### **ARTICLE 21 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The *contractor* shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be



awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

## ARTICLE 22 – PERFORMANCE EVALUATION

### 22.1 Contractor Evaluation

22.1.1 The **Contractor's** performance should be evaluated during and after completion of the project.

## ARTICLE 23 – ALLOWANCES

### 23.1 Allowance Work

23.1.1 When the **County** determines, at its sole discretion, that it wishes to include an Allowance in the Contract, said amount shall be included in the Contract Price, Article 2 of the Contract (Part E).

23.1.2 Allowance Work, in the amount of five percent (5%) of the awarded contractors bid or \$250,000, whichever is less, may be included in the Contract Price. No individual allowance request shall be greater than \$100,000 without approval of the Board of County Commissioners. The Contract Work and all Allowance Work shall be performed in full compliance with all requirements of the Contract Documents. The sum of all approved Allowance Work performed pursuant hereto shall not exceed the amount of the Allowance. When all Work has been completed under this contract any balance of the original Allowance remaining at the completion of all Work shall be deducted from the Contract Price.

23.1.3 The number of calendar days specified in the Contract for performance of the Work shall include a total time allowance of no more than 60 days or fifteen percent (15%) of the time specified at the time contract award for final completion of the project, whichever is less, for performance of Allowance Work. When all Work has been completed under this contract any time set aside for Allowance Work remaining at the completion of all Work shall be deducted from the Contract Time.

23.1.4 Upon a determination by the County Manager or his designee that certain construction work for which detailed specifications were not prepared or the scope of such work was not fully established at the time the **County** entered into a contract and upon determining that, for the purposes of expediency and efficiency, it would be in the **County's** best interest to have said work completed by the Project's **Contractor**, the County Manager or his designee will take appropriate action pursuant to the "Allowance" provision established under the Contract for the Project.

23.1.5 All changes and time for Allowance Work must be pre-approved in writing by the County Manager or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the price for the Allowance Work and the time, if any, allocated for performance of the Allowance Work, as well as containing the authorizing signature of the County Manager or his designee. The **Contractor** shall not be authorized to perform any Allowance Work without the required AAR.

## **ARTICLE 24 – ANNUAL APPROPRIATIONS**

### **24.1 Appropriations**

24.1.1 Contractor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

## **ARTICLE 25 – PUBLIC RECORDS LAW**

- a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - (1) keep and maintain public records required by the County to perform the services required under this Agreement;
  - (2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
  - (4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.
- c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**
- RECORDS MANAGEMENT LIAISON OFFICER POLK COUNTY**  
**330 WEST CHURCH ST.**  
**BARTOW, FL 33830**  
**TELEPHONE: (863) 534-7527**  
**EMAIL: [RMLO@POLK-COUNTY.NET](mailto:RMLO@POLK-COUNTY.NET)**

**ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER**

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

## **SUPPLEMENTARY CONDITIONS**

**NOTE:** Any information provided in the Technical Specifications or Drawings that relates to the Procurement process of this solicitation is superseded by the County's Procurement Policies and Procedures Manual, the General Conditions, and the Supplementary Conditions contained herein.

### **Project Background**

With land disposal sites becoming more and more unavailable within Polk County, private septage hauling companies have been seeking alternatives for disposal of septage pulled from private septic tanks within the County. This project is intended to provide a public alternative for septage receipt and treatment suitable for private septage hauling companies to utilize in lieu of land disposal. The project also serves to treat leachate from the County's landfill operation to allow disposal of treated leachate into the County's sanitary sewer system for further treatment before disposal, eliminating the need for costly off-site third-party leachate hauling and treatment.

### **Project Location**

The Work will occur within Polk County's North Central Landfill property in an open field area just south of 11 Environmental Loop South, Winter Haven, Florida 33880. The entire landfill property is owned by Polk County and is an active landfill operation that is operated by Polk County Solid Waste staff. The public access main entrance to the landfill site is off State Road 540 where that state road intersects with the on/off ramps to State Road 570 (Polk Parkway) a little over one mile west of Thornhill Road. The main entrance road is De Castro Rd.

### **Site Access**

Site access can be through the main entrance or through an alternate entrance off of K-Ville Ave north of the landfill and west of SR570. Site access protocol shall be established during project preconstruction meeting. Contractor shall not block public roadway in either direction on SR540 or K-Ville Ave at any time. Contractor shall not block landfill access road traffic in either direction on De Castro Rd, Environmental Loop S, or alternate entrance road. Contractor shall provide sedimentation control, noise control, dust control, and access control to ensure site security, avoid nuisance to active landfill operations, and prevent damage to existing County property.

Contractor shall be responsible for ensuring construction site is secured at all times and safety measures are in place each day for County staff and public safety. Necessary safety measures such as barricades, signs and fences shall be properly set every day. Trenches and excavations shall not be left open during Contractor non-work times.

**NOTE:** Public Construction Bond is required in the amount of the total contract price.

## Construction Cost Estimate

The construction cost estimate for this project is \$9,167,000.

## Qualifications

Bidder shall be a State of Florida licensed General Contractor and shall demonstrate an understanding of the type of work and materials involved. Contractor experience shall include a minimum of five (5) similar wastewater treatment plant projects in Florida that are currently under way and/or have been completed within the last ten (10) years involving at least two similar process features such as operations buildings, glass-fused to steel storage tanks, package treatment plant systems, disc filters, lift stations, chemical storage, septage receiving stations, and/or electrical distribution with backup diesel generator.

Bidder should submit the following with their bid:

1. Copy of current State of Florida License as a General Contractor.
2. Bidder's related experience with wastewater treatment plant construction and references for five (5) projects, at least three (3) of which are successfully completed projects, similar in size and scope as the prime contractor. The projects referenced should include the following minimum information:
  - 1) Project name
  - 2) Owner's name, contact person, phone number and email address
  - 3) Engineer's name and contact person, phone number and email address
  - 4) Superintendent's name
  - 5) Start date and completion date
  - 6) Type, size, and brief description of similar process features
  - 7) Project contract value

References should be submitted with the Bid or must be submitted by the apparent lowest responsive bidder within three (3) business days of request and prior to award. The County reserves the right to contract and verify all references provided.

## Scope of Work

The scope of work under this Contract includes construction of the following elements:

- Dual end suction pump station, concrete slab on grade, to convey leachate from an existing leachate storage tank to a flow equalization (EQ) leachate / septage storage tank
- Two septage receiving stations, concrete structure with metal canopy, with gravity flow to a septage lift station – includes installation of owner furnished equipment (OFE),
- Dual submersible pump septage, below grade concrete lift station, to convey de-ragged and de-gritted septage to the EQ leachate / septage storage tank

- Glass fused to steel EQ leachate / septage storage tank installed within a concrete containment structure
- Dual end suction pump station, concrete slab on grade, to convey leachate / septage from EQ leachate / septage storage tank to the flocculation / dissolved air floatation (DAF) treatment processes
- Two flocculation / DAF treatment systems, concrete slab on grade with metal canopy, to remove primary sludge and heavy metals – includes installation of OFE
- Two biological treatment systems to remove nutrients, TSS, and BOD, concrete slab on grade – includes installation of OFE (sectional treatment tanks and blowers), as well as installation of associated waste activated sludge (WAS) pump station, concrete slab on grade
- Two disc filtration systems, concrete slab on grade, to reduce TSS further – includes installation of OFE
- Concrete, below grade, chlorine contact basin and submersible effluent pump station to send effluent to an existing lift station for disposal off site as well as provide source of non-potable washdown water within the new processes
- Glass fused to steel sludge storage tank and sludge dewatering process to produce a dewatered cake suitable for disposal within the landfill – includes installation of OFE
- Chemical storage tank facility for storage and supply of hypochlorite (bleach), sulfuric acid ( $H_2SO_4$ ), phosphoric acid ( $H_2PO_4$ ), Ferric Sulfate ( $Fe_2[SO_4]_3$ ), Sodium Hydroxide (NaOH), and Polyacrylamide to the treatment processes – concrete containment structure with metal canopy
- Odor control system, concrete slab on grade, to treat odorous gasses off the septage receiving stations, septage pump station, and the EQ septage / leachate storage tank – includes installation of OFE
- Single story block construction, concrete slab on grade, operations building including HVAC and plumbing systems
- Associated paved access roads, process piping, fencing, surveillance, storm water management, electrical distribution, and instrumentation systems

#### Purchases Related to this Project

The following items related to this project have been bid and/or awarded to vendors in advance of this construction bid being advertised:

- Biological Odor Control System
- Two Biological Treatment Units
- Two Disk Filters
- Two Package Flocculation and DAF Units
- Two Package Septage Receiving Stations
- Package Sludge Dewatering System

### Site Work

The Contractor shall protect the grounds from damage during the work and shall return any damaged areas to pre-existing conditions at completion.

### Calculation of Liquidated Damages

Liquidated damages shall apply to meeting the substantial completion date upon which the facility shall be fully functioning as intended.

Should the Contractor not meet the agreed upon date of substantial completion, as outlined within the Notice to Proceed, liquidated damages to continue inspections and project management shall be calculated as follows:

Inspection Services	5 hours per day @ 150.00 per hour	\$ 750.00
Project Management	2 hours per day @ \$195.00 per hour	\$ 390.00
Mileage	75 miles per day @ \$0.67 per mile	\$ 50.25
Total Daily Liquidated Damages		\$1,190.25

Should the Contractor request and be granted additional time to reach Substantial Completion via change order(s), the last revised date shall be the date used to calculate the time for which liquidated damages will be assessed.

### Basis of Award

Award will be made to the lowest responsive, and responsible Contractor meeting qualifications and specifications. All prices must be bid at a fair and reasonable price. The Procurement Director shall be the sole judge of what is fair and reasonable. The County may reject all or may award the entire bid, as best serves the interest of County.

### Contract Time

The Contract Time is as follows: 485 CALENDAR DAYS

The Contract Time for this project is a total of 425 calendar days from Notice to Proceed to reach Substantial Completion and 485 calendar days from Notice to Proceed for Final Completion.

Completion of the contract will have been achieved once Final Completion has been reached and all final documentation, including final application for payment, received and processed by PCU. No more than 30 calendar days will be allowed for completion of close out documentation.

### Percentage of Work

The prime contractor shall self-perform a minimum of 51% of all work contained within the scope of work as outlined in the contract documents. This percentage of work requirement does not include the furnishing of materials or equipment in the construction, if not installed by the prime contractor.

### Acceptance

The successful Contractor shall certify that the work quantities and quality were accomplished in accordance with these specifications. Signing and submitting a request for payment will accomplish this certification.

Reworking required due to the successful contractor negligence or inadequate procedures will be the responsibility of the successful contractor. No additional payment will be due the successful contractor for the reworking of non-acceptable areas.

The successful contractor shall warrant for one year all workmanship furnished under this contract from the completion date on "Certificate of Substantial Completion". During the one-year warranty period, the Contractor shall correct any and all issues arising from faulty workmanship to the satisfaction of the County, upon notification.

### Contractor's Responsibilities

It shall be the responsibility of the Contractor to obtain adequate storage facilities for equipment, materials, tools, etc.; if such is stored on-site, unless otherwise obtained by the County.

It shall be the Contractor's responsibility to provide sanitary and drinking facilities for their employees.

It shall be the Contractor's responsibility to provide temporary power, if needed, to conduct and complete work.

The Contractor shall clean the work area of debris, trash, rubbish, etc., at the end of each workday so as not to present a hazard or public nuisance.

The Contractor shall dispose of all site demolition in accordance with state and local regulations. The Contractor shall be responsible for the cleanup of premises and removal of all discarded and surplus materials, rubbish, and removal of temporary erosion control measures after establishment of stabilization/vegetation. There will be no separate pay item for this work.

The Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the construction plans, specifications, procedures and terms of this Bid.



The Contractor shall be responsible for the ways, means, and methods of construction for the project as long as they conform to all federal, state and county regulations.

All work shall be done to the satisfaction and under the supervision of the Utilities Division Representative.

Bids shall include all materials, labor, supervision, equipment and incidentals necessary to complete the work.

#### Cooperation of the Successful Contractor

No work shall be accepted without suitable supervision or inspections by a Utilities Division Representative.

The Contractor shall provide superintendence throughout the project and an on-site representative at all times that has the ability to make decisions, communicate in English, or contact the superintendent to address questions, difficulties or disputes.

#### General Control of Materials

The successful Contractor shall furnish to the Utilities CIP Manager or representative a certification of the materials utilized for the work. The certification shall consist of a summary showing the kind and quantity of materials. This certification shall be provided for work units accomplished at the time of invoicing for partial and/or final payment.

The successful contractor shall preserve for inspection by the Utilities Division invoices and records of the materials utilized in the work until such time as final acceptance and payment is made under this contract.

The County will designate areas to be utilized for equipment and material storage. Materials and supplies shall be stored in accordance with Manufacturer's recommendations and Federal, State and local regulations. Arrangements for storage shall be the responsibility of the Contractor and requires documentation of written approval by the property owner prior to project mobilization.

#### Warranty Requirements

The warranty period for completed work shall be as outlined in the technical specifications. In some sections of the Contract Documents, warranty requirements may be more stringent than indicated in the General Conditions. In the event there is a warranty conflict, the more stringent warranty requirement will apply.

#### Record Drawings and Shop Drawings

Contractor shall be responsible for maintaining an As-Built Drawing mark-up set throughout construction. As-Built Drawing red-line mark-ups shall be submitted by the

contractor within 30 days after substantial completion. As-Built Drawings shall be developed by the EOR based on the mark-up set of drawings submitted.

Contractor shall be responsible for preparation and submission of shop drawings. Shop drawings shall be submitted in a manner to maintain the approved construction schedule. All shop drawings shall be stamped indicating the Contractor has reviewed them prior to submittal. Professional will review shop drawings, detailed construction submittals, and material samples required by the contract manual for general conformance with the design requirements.

If shop drawings or other submittals are rejected more than once, the Contractor shall be responsible for additional services for the Professional to review additional submittals on an hourly basis as outlined below:

Senior Principal Engineer

@ \$195.00 per hour

#### Additional Information

Contractor shall supply the County with a compilation of daily reports from the assigned construction activity on a weekly basis. Report shall be submitted to the assigned CIP Project Manager or his representative. The report shall include the construction progress and relevant issues per construction area.

Contractor shall provide the County with a comprehensive contact list to include all key Contractor personnel as well as all subcontractors' contact information. The contact information shall include name of contact, project responsibility, telephone number, cell phone number, email address, physical address and/or mailing address along with city, state, and zip code. This must be provided for all personnel associated with the Project.

#### Shop Drawings, RFI, and Change Logs

Contractor shall create and maintain logs for shop drawings, RFI's (request for information), and change order items in order to ensure proper recording. The logs shall include log item number, title description of item, the date items were first issued and date of Engineer response. For shop drawings, the revision number and current approval status of each item shall be listed. For RFI's, include the initials of the person who responded to the RFI. For change order items, indicate who's responsible for action on each item (Contractor, County, Engineer), type of change (revision, addition, deletion) and current cost of the item.

#### Project Contingencies

The Bid Form includes Project Contingency line items totaling \$300,000. Written approval by the Polk County Utilities Division Director is required prior to expenditure of any of these funds.

### Pre-Construction Conference

A pre-construction conference will be held with the Contractor to discuss scheduling, sequencing, preparatory work, work area protection and other details of the project. The Contractor and the County Representative will mutually agree upon a start date.

### Notice to Proceed

The Notice to Proceed (NTP) will not be issued until after the Chairman of the Board of County Commissioners signs the contract. Once the NTP has been issued the Contractor is expected to begin work within ten (10) days of the NTP.

### Workdays/Work Times

Workdays shall be defined as Monday through Friday from 7:00 a.m. to 4:00 p.m., except for County holidays and unless otherwise agreed upon by County.

### Security Requirements

Limit use of premises for work, storage, and access to allow work by other contractors, owner occupancy, and normal landfill operations. The Contractor's access to the construction site, including all employees, subcontractors, and material deliveries, shall be through the existing main gate entrance, unless otherwise approved by the County. The Contractor (and their Subcontractors) shall provide all necessary temporary fencing and gates to protect materials and equipment from vandalism. The County will not be responsible for any vandalized equipment or material stored on the property.

All personnel must sign in at the administrative office each day to be given a pass. All personnel arriving before 8:00 am will be given alternate instruction at time of preconstruction meeting. All work vehicles must have a company placard visible on the door and have the County pass visible on the dashboard.

### Permits and Approvals

The following permits shall be obtained by the Contractor per Section 7.6 of the General Conditions:

- NPDES General Permit Authorization for Construction Activities
- Polk County Building Permit
- Permits required for hauling salvaged items, debris, materials, supplies, and/or equipment over public roadways.

The following permit agency approvals have been or will be obtained by the County before the NTP for construction of this Work:

- FDEP approval
- Polk County Level 2 Site Plan approval

- Southwest Florida Water Management District/FDEP: Environmental Resource Permit (Stormwater System Modification) minor modification letter approval

### Smoking

Smoking is allowed only in designated smoking areas.

### Contractor and Subcontractors

The Contractor may self-perform any areas of the work that they are specifically qualified in that field. Otherwise, the Contractor shall employ qualified, experienced subcontractors for each area of the work.

### Project Sign

As this project is wholly on County owned land well away from public access, Contractor shall only need to provide project signs to be installed outside the existing fence limits to identify the work area(s) and provide direction for delivery of materials and equipment. Note that the Contractor laydown and office area may be in a separate area of the landfill property than that of the construction area as described in the Contract Documents.

### Substitute Material

“Equivalent” or “Approved Equal” substitutions of any materials or supplies will require prior approval by Polk County Utilities Operations via an addendum. Any approved substitutions to equipment or supplies should be incorporated as a part of the prime Contractor’s bid submittal. (General Conditions, Section 7.3)

Suppliers are encouraged to review Polk County Utilities Standards and Specifications Manual Section 113 for information regarding how to apply for approval and inclusion in the established standards. The Standards and Specifications Manual is available at <https://www.polk-county.net/services/building/permitting/>.

### Registration

The Successful Bidder must register in our Vendor Database if you have not already done so prior to the award of this bid. A purchase order cannot be issued to a vendor until they are registered. You may register at the following link: <https://www.polk-county.net/business/procurement/vendor-information/>.

## SPECIAL CONDITIONS

The County reserves the right to direct purchase any tangible personal property item of the bid in order to save the sales tax on the selected item, which may include equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major items. When the County exercises this option the following procedures shall be used for ordering, receiving, and paying for the Owner Direct Purchase (ODP) item.

### BID PRICES

The bid must include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

### ORDERING

The items selected would be purchased directly from the suppliers the contractor used to submit their bid to the County and therefore made a part of the construction contract executed with the County.

The Contractor shall fully cooperate with the County, providing information for the preparation of County issued purchase orders for these ODP's, monitoring deliveries, and approving invoices.

Following receipt of a sales tax savings form, the Contractors requisition from the supplier and the suppliers quote to the Contractor, the County will issue a purchase order to the supplier for the item selected for ODP to be delivered to the project site. The approved purchase order will be sent to the supplier and the Contractor. The Contractor shall verify that the purchase order was issued correctly. A separate sales tax savings form and a separate purchase order shall be used for each item selected for ODP.

After the County has affirmed that the items contained in the purchase order meets the exemption requirements contained in Section 212.08(6), Florida Statute, and Rule 12A-1.094, Florida Administration Code, the County will issue a Certificate of Entitlement. A Certificate of Entitlement will be issued with each purchase order for each ODP. The original Certificate of Entitlement accompanied by the County approved purchase order, the Contractors requisition to the supplier and the suppliers quote for the selected ODP item will be placed on file with the Florida Department of Revenue. The Contractor and supplier will be issued copies from the County.

## EXPEDITING

The Contractor shall be responsible for expediting delivery to ensure that ODP item(s) is received on time to maintain the construction schedule.

## RECEIPT

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the project. The Contractor shall be responsible for receiving, warranting, insuring the proper installation and operation of all materials and equipment required for the project, including all ODP items.

## BILLINGS/PAYMENTS

All ODP's shall be billed to the County in care of the Contractor.

The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the County.

The Contractor shall prepare a direct purchase report for the County upon submittal of each pay request.

## OTHER CONSIDERATIONS

The County shall have title to all items of which any payment has been made under these provisions.

The selection of ODP for any item contained within the bid does not relieve the Contractor from liability for that item as it may be related to the quantity ordered, condition, the maintenance and care of the item when delivered, installation, incorporation of the item for its intended use in the work to be performed, and warranty of the item in accordance with the contract documents. The Contractor shall maintain products liability insurance, which shall include ODP items, as required for the normal practice of general contracting.

The County shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with these provisions.

## REDUCTION

The Contract will be reduced via deductive change order by the amount of all items selected by the County for the ODP's. The deductive change order will require Division Director Approval.

## SALES TAX SAVINGS FORM

CONTRACT # \_\_\_\_\_

DESCRIPTION OF PROJECT \_\_\_\_\_

Materials	(1) Amt. in Contract	(2) Sales Tax	(3) Net Amt. for Purchase

- 1) This is the amount to be deducted from contract by change order.
- 2) The amount of the sales tax included in the material purchase line item supplied by contractor.
- 3) The amount to be used by Procurement to make the material purchase per the contractor's stated quantities.



**Part C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Lump Sum Price)**

NAME OF PROJECT: BID 25-021, Septage Receiving and Leachate Treatment System

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The bidder further declares that they have examined the site of the Work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have read all special provisions furnished prior to the opening of Bids; and that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE  
HEREUPON GIVEN FOR THIS BID SUBMITTAL TO BE  
CONSIDERED BY THE COUNTY

**1. BID PRICE** \$ \_\_\_\_\_

WRITTEN AMOUNT (SPELL OUT) \_\_\_\_\_ DOLLARS

\_\_\_\_\_ CENTS

(lump sum price for completing all required work in strict accordance with the requirements specified in the Bid Package)

**2. CONTRACT TIME TO** **485** CALENDAR DAYS FOR FINAL  
**COMPLETION OF THIS PROJECT** COMPLETION

**NAME OF BIDDER** \_\_\_\_\_  
(type or printed firm, corporation, business or individual)

**CONTRACTOR'S LICENSE NUMBER****(Copy of License Attached)**\_\_\_\_\_  
State Certification Number\_\_\_\_\_  
Individual's Name (Print or Type)\_\_\_\_\_  
Polk County Registration Number\_\_\_\_\_  
Individual's Name (Print or Type)\_\_\_\_\_  
Polk County Business Receipt Tax  
(Business License)\_\_\_\_\_  
Company Name (Print or Type)**ADDENDUM RECEIPT**

Bidder shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date \_\_\_\_\_  
(Bid Receiving Date)

BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_  
(Authorized Signature – in ink)

\_\_\_\_\_  
(Printed Name of Signer)\_\_\_\_\_  
(Printed Title of Signer)\_\_\_\_\_  
Address\_\_\_\_\_  
City\_\_\_\_\_  
State\_\_\_\_\_  
Zip  
Code\_\_\_\_\_  
Telephone Number

Email Address \_\_\_\_\_

**ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ (name) as \_\_\_\_\_ title of officer) of \_\_\_\_\_ (entity name), on behalf of the company, who \_\_\_ is personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title of officer) of the Company, pursuant to the powers conferred \_\_\_\_\_ (entity name), on behalf of the company, who \_\_\_ is personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL**

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date) .

\_\_\_\_\_ (Official Notary Signature and Notary Seal)

\_\_\_\_\_ (Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

## **PART D – EXHIBITS**

### **EXHIBIT I: BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ (hereinafter called the Principal) and \_\_\_\_\_ (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of \_\_\_\_\_, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid 25-021, Septage Receiving and Leachate Treatment System.

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
Witness

PRINCIPAL: \_\_\_\_\_  
BY: \_\_\_\_\_ (SEAL)  
Authorized Signature (Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Person Signing Above

ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
Witness

SURETY: \_\_\_\_\_  
Printed Name

BY: \_\_\_\_\_ (SEAL)  
Attorney in Fact

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Address

NOTES:

1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**EXHIBIT II: PUBLIC CONSTRUCTION BOND**

**FRONT PAGE  
F.S. CHAPTER 255.05**

BOND NO.: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

CONTRACTOR PHONE NO: \_\_\_\_\_

SURETY COMPANY: \_\_\_\_\_

OWNER NAME: Polk County, a political subdivision of the State of Florida  
OWNER ADDRESS: 330 W. Church St  
Bartow, FL 33830  
OWNER PHONE NO: (863) 534-6757

OBLIGEE NAME: (if  
contracting entity is different  
from the owner, the contracting  
public entity) \_\_\_\_\_

OBLIGEE ADDRESS: \_\_\_\_\_

OBLIGEE PHONE NO: \_\_\_\_\_

BOND AMOUNT: \$ \_\_\_\_\_

CONTRACT NUMBER: Bid 25-021 Septage Receiving and Leachate Treatment  
System

GENERAL DESCRIPTION  
OF PROJECT: \_\_\_\_\_

PROJECT LOCATION: Polk County's North Central Landfill, 10 Environmental Loop,  
Winter Haven, FL 33880

EXHIBIT II (cont'd): PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, located at \_\_\_\_\_, (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of \$ \_\_\_\_\_) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and County for construction of the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof:

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

PRINCIPAL: \_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)  
Authorized Signature (Principal)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Person Signing Above

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

SURETY: \_\_\_\_\_  
Printed Name

BY: \_\_\_\_\_ (SEAL)  
Attorney in Fact

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Address



### EXHIBIT III: PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid # 25-021, Septage Receiving and Leachate Treatment System, and the inclusion by \_\_\_\_\_ (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

#### **AS TO THE PERFORMANCE BOND:**

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal's obligation to timely complete the project according to the contract specifications.

#### **AS TO THE LABOR AND MATERIALS PAYMENT BOND:**

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_ (Name of Surety)

\_\_\_\_\_  
Authorized signature of Surety

**EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_)

SS

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. They are \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (*name*) as \_\_\_\_\_ (*title of officer*) of \_\_\_\_\_ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

## EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of \_\_\_\_\_)

SS

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. They are \_\_\_\_\_ of \_\_\_\_\_, hereafter referred to as the Subcontractor;  
They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to \_\_\_\_\_ the Contractor for certain work in connection with Bid: 25-021, Septage Receiving and Leachate Treatment System
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
4. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed \_\_\_\_\_

Title \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title of officer) of \_\_\_\_\_ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

## EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # 25-021, Septage Receiving and Leachate Treatment System.
- Understands that during Bid Analysis they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be non-responsive.

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Name of Firm \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Title of Person Signing

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title of officer) of \_\_\_\_\_ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

## **EXHIBIT VI-A: SUBCONTRACTOR LIST**

This Exhibit is in an Excel spreadsheet format and available on the FTP site. If you need assistance accessing FTP site due to ADA or any other reason, please email Ari Goldstein at [arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net).

**EXHIBIT VI-B:           GOOD FAITH EFFORT DOCUMENTATION**

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to <https://vcl.polk.one/vendorsdirectory>, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

<u>Division of Work</u>	<u>Results of Good Faith Effort</u>
1. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
2. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
3. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
4. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
5. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____

## EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.
2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).
3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.
6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.
7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. _____	_____	_____	\$ _____	\$ _____
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
			Total	\$ _____

Failure to complete the above may result in the bid being declared non-responsive.

## EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

### **CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

- 
1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:  
YES\_\_\_\_\_ NO\_\_\_\_\_
  2. Compliance Reports were required to be filed in connection with such Contract or subcontract:  
YES\_\_\_\_\_ NO\_\_\_\_\_
  3. Bidder has filed all compliance reports due under applicable instructions:  
YES\_\_\_\_\_ NO\_\_\_\_\_
  4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.  
YES\_\_\_\_\_ NO\_\_\_\_\_



The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities” means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

---

Printed Name

---

Title

---

Signature

---

Date

**EXHIBIT IX: DRUG-FREE WORKPLACE FORM**

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidders Signature

\_\_\_\_\_  
Date

**EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_  
Title of Person Signing

This foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (*name*) as \_\_\_\_\_ (*title of officer*) of \_\_\_\_\_ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

## **EXHIBIT XI: APPLICATION FOR PAYMENT**

This Exhibit is in an Excel spreadsheet format and available on the FTP site. If you need assistance accessing FTP site due to ADA or any other reason, please email Ari Goldstein at [arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net).

**EXHIBIT XII: CONTRACTOR CERTIFICATION OF DISBURSEMENT**

PROJECT: Septage Receiving and  
Leachate Treatment System

DATE: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

PROGRESS PAYMENT NUMBER: \_\_\_\_\_

\_\_\_\_\_, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by Polk County, a political subdivision of the State of Florida (County), for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

**EXCEPTION:**

The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

\_\_\_\_\_  
**Subcontractor or Supplier Name**

\_\_\_\_\_  
**Subcontractor or Supplier Name**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City, State and Zip**

\_\_\_\_\_  
**City, State and Zip**

A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

\_\_\_\_\_ (Contractor Signature)

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ (Print name of authorized person signing Certification), who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_ (AFFIX NOTARY SEAL)

**Instructions:**

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.
2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.
3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.
4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.
5. A separate Certification is required for each Contract the Contractor has with the County.

### EXHIBIT XIII: CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Septage Receiving and Leachate  
Treatment System

County's Project No.: \_\_\_\_\_

Contractor No.: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Notice to Proceed Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

The Work to which this Certificate applies has been inspected by the authorized representatives of Polk County, a political subdivision of the State of Florida (County), Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on \_\_\_\_\_. This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents. The warranty period shall begin on the date as established herein.

A list of items to be completed and corrected is attached hereto for final completion of Contract requirements. This list may not be all-inclusive; and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items on the list shall be completed or corrected by the Contractor within \_\_\_\_\_ calendar days of the above date of substantial completion.

This Certificate does not constitute an acceptance of the Work that has not been completed in accordance with the Contract Documents; nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents. Signatories agree the project is substantially complete as of the date established herein and that the project can and will function as intended and that the attached list represents deficient items requiring correction/completion prior to final completion and that this list may be amended by the Professional or County to add any other items to bring the Work in compliance with the Contract Documents. If the list is amended a reasonable time shall be given to complete the items added.

Contractor: \_\_\_\_\_  
(Type Company Name)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name & Title)

Date: \_\_\_\_\_

Professional: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

County: \_\_\_\_\_  
(Typed Name of Division)

By: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

**EXHIBIT XIV: CERTIFICATE OF FINAL COMPLETION**

Project: Septage Receiving and Leachate  
Treatment System

County's Project No.: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Notice to Proceed Date: \_\_\_\_\_

Substantial Completion  
Date: \_\_\_\_\_

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on \_\_\_\_\_. This Certificate of Final Completion applies to all Work under the Contract Documents.

All punch list items have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Contractor retains responsibility and obligation to the County for Warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Contractor: \_\_\_\_\_  
(Type Company Name)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name & Title)

Date: \_\_\_\_\_

Professional: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

County: \_\_\_\_\_  
(Typed Name of Division)

By: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_



## EXHIBIT XV: MATERIALS AND EQUIPMENT STORED ON-SITE

Contractor's Estimate No. \_\_\_\_\_ Project \_\_\_\_\_

Period \_\_\_\_\_ to \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Prepared (signed & typed name) \_\_\_\_\_

Item No.	Item Description	Invoice Value Last Period	Invoice Value For Material Installed (-)	Invoice Value For Material Delivered (+)	Invoice Value This Period
<b>TOTAL:</b>					

**EXHIBIT XVI: ALLOWANCE AUTHORIZATION RELEASE (AAR)**

**PROJECT:** Septage Receiving and Leachate  
Treatment System

**AAR NO.:**

**CONTRACT NO.:**

**CONTRACTOR:**

**POLK COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF FLORIDA**

**ARCHITECT/ENGINEER:**

**DESCRIPTION OF  
ALLOWANCE WORK:**

**Reason for change:**

**\*Not valid until signed by the County, Architect/Engineer and Contractor.**

Amount of Allowance Authorization included in this Contract is	\$
Amount of Allowance Authorization used to date	\$
Amount of Allowance Authorization used this AAR	\$
Balance of remaining AAR	\$

Original Contract Time	_____	days
Amount of the Allowance Authorization time included in this Contract is	_____	days
Amount of Allowance Authorization time used to date	_____	days
Amount of Allowance Authorization time used this AAR	_____	days
Balance of remaining Allowance Authorization Time is	_____	days
Date of substantial completion therefore is	_____	days

**(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)**

\_\_\_\_\_  
**CONTRACTOR**

Date: \_\_\_\_\_

\_\_\_\_\_  
**COUNTY DIVISION DIRECTOR**

Date: \_\_\_\_\_

\_\_\_\_\_  
**ARCHITECT/ENGINEER**

Date: \_\_\_\_\_

\_\_\_\_\_  
**COUNTY MANAGER** or designee

Date: \_\_\_\_\_

AAR's less than \$50,000.00 require County Manager or designee approval.

AAR's over \$50,000.00 but less than \$100,000.00 require County Manager approval.

AAR's over \$100,000.00 require Board approval.

**POLK COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF FLORIDA**

\_\_\_\_\_  
**CHAIRMAN**

Date: \_\_\_\_\_

**EXHIBIT XVII: CHANGE ORDER**

**Project:** \_\_\_\_\_ **Contract No.:** \_\_\_\_\_ **Change Order No:** \_\_\_\_\_

**Polk County, a political subdivision of the State of Florida**

**Contractor:** \_\_\_\_\_

**Architect/Engineer:** \_\_\_\_\_

**Description of Change Order:**

Contract is changed as follows:

Architect/Engineer: \_\_\_\_\_ (Signature) Date: \_\_\_\_\_

Original Contract Sum: \_\_\_\_\_ \$

Net change by previously authorized Change Order \_\_\_\_\_ \$

Contract Sum prior to this Change Order \_\_\_\_\_ \$

Contract Sum will be increased/decreased by this Chang Order in the amount of \$ \_\_\_\_\_

New Contract Sum including this Change Order will be \_\_\_\_\_ \$

Contract Time will be increased by \_\_\_\_\_ days.

Date of Substantial Completion as of the date of this Change Order therefore is \_\_\_\_\_.

**The above changes are accepted by:**

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

You are hereby authorized to make the changes noted above:

Division Director: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office

Date

\_\_\_\_\_  
County Manager/Designee

Date

*(Change order increases require Board approval)*

Attest: STACY M. BUTTERFIELD, CLERK

Polk County, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman  
Board of County Commissioners

Date Signed by Chairman: \_\_\_\_\_

## EXHIBT XVIII: CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects \$250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 25-021, Septage Receiving and Leachate Treatment System

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Date

**EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS**

Bid 25-021, Septage Receiving and Leachate Treatment System

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title of officer) of \_\_\_\_\_ (entity name), on behalf of the company, who \_\_\_ is personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

## EXHIBIT XX: STATEMENT OF NO BID

If submitting a "NO BID", Bidder shall return this form to Polk County, a political subdivision of the State of Florida, Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: 25-021, Septage Receiving and Leachate Treatment System for the following reasons:

- \_\_\_\_\_ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).
- \_\_\_\_\_ Insufficient time to respond to invitation for bid.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Unable to meet bond or insurance requirements.
- \_\_\_\_\_ Specifications unclear (please explain below).
- \_\_\_\_\_ Other (please specify).\_\_\_\_\_
- \_\_\_\_\_

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

**EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM**

Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid: 25-021

PROJECT NAME: Septage Receiving and Leachate Treatment System

The undersigned, as \_\_\_\_\_ of \_\_\_\_\_ (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

- i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.
- ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:
  - a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
  - b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
  - c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
  - d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.
- iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.
- iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
  - a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
  - b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies



with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

ATTEST:	_____
	a _____
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its: _____	Its: _____

## **EXHIBIT XXII: EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION**

(Florida Statutes, Section 448.095)

PROJECT NAME: Septage Receiving and Leachate Treatment System

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

CONTRACTOR:

By: \_\_\_\_\_ By: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

**EXHIBIT XXIII: AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES**

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I \_\_\_\_\_ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

\_\_\_\_\_  
**NONGOVERNMENTAL ENTITY**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**

## **PART E –CONTRACT**

This Contract is entered into as of the date last executed, (the “Effective Date”), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and \_\_\_\_\_ its successors, executors, administrators and assigns, hereinafter referred to as the “Contractor”.

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid #:25-021, Septage Receiving and Leachate Treatment System.

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor’s Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of \$\_\_\_\_\_ plus the Allowance Work amount of \$\_\_\_\_\_ the total sum being \$\_\_\_\_\_. This total contract price shall be reduced by the unused amount of the allowance if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor’s Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 435 calendar days from the Start Date memorialized within the Notice

to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial Occupancy has been reached. The County and the Contractor agree the balance of all Work to be performed after execution of the Certificate of Substantial Completion shall be complete within 60 days from the date noted on the Certificate of Substantial Completion and shall be evidenced by execution of the Certificate of Final Completion. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 485 days. The allowance time for this project is 60 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contractor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of officer or agent) as \_\_\_\_\_ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date) .  
\_\_\_\_\_  
(Official Notary Signature and Notary Seal)  
\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of officer or agent) as \_\_\_\_\_ (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date) .  
\_\_\_\_\_  
(Official Notary Signature and Notary Seal)  
\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date)  
\_\_\_\_\_  
(Official Notary Signature and Notary Seal)  
\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_



## PART F – TECHNICAL SPECIFICATIONS

Documents incorporated by reference in Supplementary Conditions on page 74:

Polk County Utilities Septage Receiving Station and Leachate Treatment System Technical Specifications, prepared by Hazen and Sawyer, P.C., dated September 2024.

To receive a copy of the Bid documents, Excel Bid Sheet, Exhibits VI-A and XI, Technical Specifications, and Drawings, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder “**Bid 25-021 Septage Receiving and Leachate Treatment System.zip**”, select “Open” or “Save As” to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at [arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net).

November 18, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM #1  
BID 25-021, SEPTAGE RECEIVING AND LEACATE TREATMENT SYSTEM**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions and answers received.

To obtain a copy of the **Bid 25-021 Revised Drawing C-009, Bid 25-021 Revised Drawing M-301, and Revised Technical Specifications Section 46 77 85 Air Mixing System**, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevondor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**Bid 25-021 Septage Receiving and Leachate Treatment System.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, project sign, and bid sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at [arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net).

Ari Goldstein

*Ari Goldstein*

Senior Procurement Analyst  
Procurement Division

**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature

Printed Name:

Title:

Company:

# **BID 25-021, SEPTAGE RECEIVING AND LEACHATE TREATMENT SYSTEM**

## **Addendum # 1**

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### **REVISIONS**

1: **DELETE IN ITS ENTIRETY**: Technical Specifications, Section 46 77 85, Air Mixing System

**REPLACE WITH**: Revised Technical Specifications Section 46 77 85, Air Mixing System

2: **DELETE IN ITS ENTIRETY**: Drawing C-009

**REPLACE WITH**: Revised Drawing C-009

3: **DELETE IN ITS ENTIRETY**: Drawing M-301

**REPLACE WITH**: Revised Drawing M-301

**The following items are clarifications for drawings associated with this project under Attachment “B”, Drawings:**

1. Sheet M-301: Revise drain line out of EQ tank to be a stub out with cam lock pump out assembly inside the containment area (also adds a cleanout on sump drain line). See attached markup of Sheet M-301. Note that conformed documents will also depict this change on Sheets C-002, C-010, C-011, C-014, and C-015.
2. Sheet M-301: Relocate leachate influent flow meter and flow control valve to the north to allow leachate EQ tank bypass line and isolation valves (changed from below grade valves to above slab) to be after the meter and flow control valve. See attached markup of Sheet M-301. Note that conformed documents will also depict this change on Sheets C-002, C-010, C-011, C-014, C-015, M-301 (isometric), M-302, and E-301 (I-300 already shows this layout correctly).
3. Sheet M-301: Add a septage influent flow meter on the septage influent line into the EQ tank and move the septage EQ tank bypass line and isolation valves (changed from below grade valves to above slab) to be after the new meter. See attached markup of Sheet M-301. Add a 1” conduit with 2 (2/C#16TSH), #14 GND, from the new meter transmitter back to MCP. Add a 1” conduit with 2-#12, #12 GND, from LP-2 to the transmitter. Note that conformed documents will also depict this change on Sheets C-002, C-010, C-011, C-014, C-015, M-301 (isometric), M-302, E-301, E-014, E-015, duct bank schedule, conduit schedule, and I-300.

4. Sheet M-301, E-011, E-015, I-300: Provide two 7.5 hp air compressors for the mixing system in lieu of one. See attached markup of Sheet M-301. Add a 20A breaker to the PDP one-line diagram to provide separate feeds to the two compressors. Note that the control panel is integral with the compressor so P-0048 can feed compressor 1 and P-0049, as scheduled, can feed compressor 2. Add a control conduit from the second compressor back to the MCP, 3/4" with 3-#14, #14GND. Conformed documents will depict this change on E-301 and on duct bank and conduit schedules.
5. Sheet C-008: Add "(SEE RECIRCULATION LINE NOTE)" to the end of the callout of the existing 4" HDPE recirculation line (just above station 11+5) and add the following note above that callout: "RECIRCULATION LINE NOTE: CONTRACTOR SHALL LOCATE EXISTING HDPE RECIRCULATION LINE (FM) USING SOFT DIG METHODS TO INSTALL NEW NEW 6" EFF EQUAL OR HIGHER IN ELEVATION THAN THE EXISTING LINE AND MAINTAINING AT LEAST TWO EXCAVATOR BUCKET WIDTHS OUT TO OUT BETWEEN THE EXISTING AND NEW PIPE."
6. Sheet C-013: In place of the boxed note below Detail 1, list the following notes:  
CHEMICAL VAULT NOTES:
  1. SLOPE ALL CARRIER PIPE DOWNWARD TOWARD NEAREST CHEMICAL VAULT.
  2. CHEMICAL VAULTS SHALL BE PRECAST CONCRETE VAULTS FACTORY COATED WITH CHEMICAL CONTAINMENT LINING.
  3. CHEMICAL VAULTS TO BE FITTED WITH LIQUID LEVEL FLOAT ALARM TO DETECT PRESENCE OF LIQUID IN THE VAULT.
7. Sheet E-016: Add level float signals for each of the three chemical vaults to the riser diagrams, LSH-60-17-01 (vault south of Floc/DAF), LSH-60-17-02 (vault east of BT1), and LSH-60-17-03 (vault east of BT-2). For each, provide a 3/4" conduit with 2-#14's from a junction box in each vault to the MCP with float terminated at the junction box. Note that the conformed documents will update the duct bank and conduit schedules.
8. Sheet E-017: Add discrete signals to the riser diagram for FV-40-02-01 and FV-40-02-02 back to the MCP. Provide a 3/4" conduit with 5-#14's from each valve actuator to the MCP. Clarification: The LCS shown for these valves are the integral controls that come with the valve actuator. Note that the conformed documents will update the duct bank and conduit schedules.
9. Sheets S-701 and M-701: Increase the size of the WAS storage tank pad to 18'-6" (center of tank at same location) and increase the diameter of the tank to 16'-9" (height the same) for a capacity of 24,000 gallons.
10. Sheet S-302: Reverse the slope direction on both septage receiving station canopies to direct rain water runoff toward the paved area (dumpster side) for both stations (toward west for Unit 1, toward the east for Unit 2).
11. Sheets C-014, S-401, M-402, and M-405: Add two 4" floor drains on the WAS pump pad, one between pumps 1 and 2, the other between pumps 2 and 3. Slope the pad toward these floor drains. Run a 4" drain line from these two drains to the southeast to connect

to the 4" drain line below Floc/DAF Unit 1. Route the discharges from the ARV's on the WAS pump discharge lines onto the slab toward the floor drains.

12. Sheet C-016: Add an above ground 2" backflow preventer to the 2" PW line just west of the dewatering facility. Add an above ground 1.5" backflow preventer to the 1.5" PW line between the two septage receiving stations just before the split in the PW to the two stations. Backflow preventer to be 18" above grade. Concrete pad not required.
13. Sheet M-406: Swap locations of the 8" dual disk check valve and 8" BFV on each blower discharge line.
14. Sheet M-502: Change pump call out in plan view and Section A to "EFFLUENT PUMP".
15. Sheet M-502: Move high level float hook support to northeast corner of hatch opening (to avoid conflict with pulling or installing pump).
16. Sheet M-602, E-601, E-016, and I-601: Add three more emergency showers, one in the NW corner of each of the chemical containment areas that don't show one now. Conduit, wire, route, and source similar to the three showers shown (two showers on each of three LP circuits, separate alarms back to MCP). Note that the conformed documents will update the duct bank and conduit schedules.
17. Sheet E-004, conduit and ductbank schedules: Add a spare 2" conduit with pull string to ductbank runs [4, 7, 10, 14, 16, 20, 22 – EMH-1 to EMH-3], [4, 27, 26, 29, 31, 32 – EMH-1 to EMH-5], [62, 41, 43, 45, 47 – EMH-4 to EMH-8], and [41, 42, 54, 61 – EMH-7 to WAS Tank].
18. Sheet E-004: Note the following corrections to ductbank numbering:
  - Ductbank 1 is run from existing transformer near LS112 to new transformer near generator (callout is in the wrong place)
  - Ductbank 2 has callout correct but dashed lines are missing between new transformer and transition to DB-4
  - Ductbank between Camera No. 2 and transition to DB-64 is called out as DB-10 which is incorrect. Change this to DB-67. Conduits for power and signal for Camera 2 and site lighting are through DB-64 and DB-67, not DB-10.
19. Section 33 16 23 1.01 A.: Increase the diameter of the WAS storage tank to 16'-9" (height the same) and capacity to 24,000 gallons.
20. Section 46 77 85: Replace this section with version attached to this addendum.
21. Section 09 90 00, Page 14: Last row, delete "or submerged". Submerged plastic pipe does not need to be coated.
22. Section 13 20 81: In paragraph 1.01, add "and beneath" after the words "perimeter of".
23. Section 43 41 43: In paragraph 2.03 J., replace with the following "The tank manufacturer shall provide a sight gauge for each tank where shown on the Drawings. The sight gauge shall resist corrosion by the chemical and shall be a clear sight glass of suitable rigid, non-breakable materials. Flexible tubing is not acceptable as a sight glass.

The sight gauge shall be mounted on each tank to clearly show the liquid level. Standoffs shall be provided as required to prevent bending, flexing or bowing of the sight glass. Connections to the tank shall be valved to enable flushing or replacement of the sight glass. The sight gauge shall be clearly marked with major and minor graduations as appropriate.”

24. Section 40 61 96, 3.03 C.2.: Add “EQ Tank Septage Influent Flow Rate (gpm)”, “EQ Tank Septage Influent Flow Daily Total (gals)” and “EQ Tank Septage Influent Totalized Flow (kgals), continuous” to the list of I/O points.
25. Section 40 61 96, 3.03 C.2.: Add “EQ Tank Leachate Influent Flow Daily Total (gals)” and “EQ Tank Leachate Influent Totalized Flow (kgals), continuous” to the list of I/O points. Change “Influent flow (gpm)” to “EQ Tank Leachate Influent Flow Rate (gpm)”.
26. Section 40 61 96, 3.04 C.2.: Add “Mixing Compressor Running” and “Mixing Compressor Fault” to the list of I/O points.
27. Section 40 61 96, 3.12 C.2.: Add “Chemical Vault Leak” to list of I/O.
28. Sheet C-009: Reroute effluent line to discharge into the existing manhole south of LS 112. See Revised Drawing C-009.

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## **QUESTIONS AND ANSWERS**

Question 1: What are the estimated dates of delivery for the items purchased for this project listed in the Supplementary Conditions, page 76?

**Answer 1: Below are the approximate number of weeks for delivery for each of the items listed in the Supplementary Conditions once the Vendor’s shop drawings have been approved by the County and Engineer of Record:**

- **Biological Odor Control System: 22-26 weeks**
- **Two Biological Treatment Units: 24-32 weeks**
- **Two Disk Filters: 28-30 weeks**
- **Two Package Flocculation and DAF Units: 24-32 weeks**
- **Two Package Septage Receiving Stations: 28-32 weeks**
- **Package Sludge Dewatering System: 40 weeks**

November 21, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM #2  
BID 25-021, SEPTAGE RECEIVING AND LEACATE TREATMENT SYSTEM**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions and answers received.

Ari Goldstein  

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*Ari Goldstein*  
Senior Procurement Analyst  
Procurement Division

**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

# **BID 25-021, SEPTAGE RECEIVING AND LEACATE TREATMENT SYSTEM**

## **Addendum #2**

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### **QUESTIONS AND ANSWERS**

Question 1: Is there an engineer's estimate for this project? Preferably, not including the purchase price for materials furnished by Polk County.

**Answer 1: Engineer's estimate for the project, excluding the OFE material costs, is \$9,700,000.**

Question 2: Please provide inverse elevation or centerline elevation as well as grade elevation for the capped end of the 6" EFF Line as shown on C-008.

**Answer 2: Per County USSM, Chapter 3, Section 313 3.01 A., minimum depth of cover for pressure mains is 3 feet. Grade elevation is not known. Callout on C-008 says to terminate the line 2' above grade with blind flange and protect with four bollards. This is considered sufficient information for bidding purposes.**

Question 3: Please confirm that the valve shown on C-009 before the tee for the backpressure sustain valve station is a gate valve.

**Answer 3: The isolation valve shown on C-009 after the tee (flow is from right to left) is a buried gate valve.**

Question 4: Drawing C-14 shows 4" DR lines coming from the Bio Treatment Slabs. There does not seem to be any detail on the connection/drains at the end of those lines. Please provide details.

**Answer 4: There was no information available from the OFE supplier for this equipment as to the number, location, and connection of drains for the biological treatment units. Sheet M-402 shows four drains from each unit. Assumption can be made that the connection to the units will be from below, through the slab, connected to threaded floor drain sealed at the tank floor. In addition, each of the four drain lines from each unit will require a plug valve just outside the slab. These were not shown on M-402 but are required.**



December 4, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM #3  
BID 25-021, SEPTAGE RECEIVING AND LEAHCATE TREATMENT SYSTEM**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Time extension, Questions and answers received.

The question-and-answer period has been extended. The final date to submit questions for this bid is Monday, December 9, 2024, at 4:00 p.m.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, December 18, 2024, prior to 2:00 p.m.

Ari Goldstein  

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*Ari Goldstein*

Senior Procurement Analyst  
Procurement Division

**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

## **BID 25-021, SEPTAGE RECEIVING AND LEACHATE TREATMENT SYSTEM Addendum #3**

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### **QUESTIONS AND ANSWERS**

Question 1: Can we schedule a site visit for subcontractors to view the area? We understand the build area is just scrub. What we would need to look at is some of the existing infrastructure that we are to make connections to. There is an existing 120v control panel mentioned near the existing leachate system and also connection of a conduit for fiber to the MRF building to intercept a fiber from the MRF building to the solid waste office. These are a few of the items that a site visit may clarify, we may want to have someone from maintenance that is able to show us where this connection for the fiber is.

**Answer 1: There will be a non-mandatory site visit schedule for Friday, December 6, 2024, at 9:00 a.m. at the North Central Landfill. Any party interested in viewing the site must sign in at the Solid Waste Administration Building located at 10 Environmental Loop South, Winter Haven, FL 33880 before viewing the site located just north of the administration building in the open field.**

**No questions will be addressed at the site visit. Any questions from the site visit must be emailed directly to Ari Goldstein, Senior Procurement Analyst, at [arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net), no later than 4:00 p.m., Monday, December 9, 2024, to be made part of this bid via an addendum.**

Question 2: Drawing M-251, the 6" RS Piping within the Wet Well is show as being Ductile Iron. Is this correct?

**Answer 2: Pipe Schedule in Section 40 06 20 calls for DIP. County Standard Detail WW-12-2 allows for either epoxy lined DIP or DR11 HDPE within the wet well. Either is acceptable. Note that for DIP, all DIP supplied under this project, other than for potable water lines, shall be epoxy lined per Section 40 05 19 2.03 B. This was not made clear in the pipe schedule but will be clarified in the conformed documents. Also, for submerged DIP, the exterior shall be epoxy coated per 09 90 00 page 14. HDPE does not need to be coated inside or out.**

Question 3: Spec Section 26 32 13 2.16 calls for a neutral grounding resistor within the generator enclosure. This is not shown on the project drawings. Please confirm if an NGR is required and the desired fault current and duty.

**Answer 3: The specified NGR is not required.**

Question 4: Spec section 26 36 23 calls for a circuit breaker type ATS to be provided. The drawings indicate a contactor type ATS. Please confirm if a contactor type ATS such as an ASCO 300 series will be acceptable.

**Answer 4: Service entry rated contactor type ATS as supplied by ASCO is acceptable.**

Question 5: Spec Section 11370 states "Two (2) Biological Treatment Units with the tankage shipped in four (4) separate assemblies for each unit to be re-assembled and field welded for the two rectangular package treatment systems shown on the drawings. These units also include a total of four (4) blowers that are also shipped separately." Please contact the manufacture about shop drawing for these units. If we are to price up welding these units in the field, we will need the details on how it will go together. We will also need the weights of the units.

**Answer 5: Bidders can assume contractor will need to provide up to 170 linear feet of butt welds for each biological treatment unit for field assembly of the units. Blower discharge piping from the discharge of each blower to the connection point on top of each biological treatment unit will need to be supplied and installed by the contractor. All other piping within the units will be supplied by the vendor providing the biological treatment unit with limited field connections required. Bidders can assume up to a dozen field connections for various piping (8" piping or less).**

Question 6: Division 13 / Metal buildings / 13 34 19-4 Item 2.02 E. Call for factory applied powder coating but after contacting a couple vendors supplied in the spec, none of them furnished powder coating steel. What coating alternate can be used instead of the powder coating?

**Answer 6: Framing members can be coated with a zinc-rich primer (Tnemec Series 90-97 or 90-98 or equivalent) followed by a high-performance epoxy (Tnemec N69 or equivalent). Bidders are reminded that aluminum structures as referenced in 13 34 19 1.04 D., with a white coating, can be supplied.**

Question 7: The drawings call for the lab countertop to be Polypropylene, but the specifications are calling for Resin (epoxy). We need to know which one to follow.

**Answer 7: Follow the epoxy resin type.**

December 11, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM #4  
BID 25-021, SEPTAGE RECEIVING AND LEACHATE TREATMENT SYSTEM**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions and answers received.

Ari Goldstein  

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*Ari Goldstein*  
Senior Procurement Analyst  
Procurement Division

**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

# **BID 25-021, SEPTAGE RECEIVING AND LEACHATE TREATMENT SYSTEM**

## **Addendum #4**

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### **QUESTIONS AND ANSWERS**

Question 1: Can you please provide a current water analysis/report for the contents that will be stored in the glass lined tanks? Specifically, the pH, resistivity, temperature, and specific gravity, if known.

**Answer 1: A current water analysis report is not available. Historically, the pH has been in the high 7's to low 8's and conductivity from 13,000 to 15,000 umhos/cm. No information available on resistivity. Temperature is generally impacted by ambient temperature typical for water bodies in Florida and specific gravity is close to that of water. Other water quality parameters are provided on Sheets I-200 for septage and I-300 for leachate.**

Question 2: Is there a drawing that tells us which areas are which type and which areas are classified? There is Type 1 and 2 (per the specs, type 1 are chemical areas that do not exothermically react to water and type 2 are chemical areas are for chemicals that do exothermically react with water, i.e. NaOH and H<sub>2</sub>SO<sub>4</sub>).

There are 4 classifications areas, Class 1 Div1 Group D, Class 1 Div 2 Group D, Class 2 Div 1 Group F, and Class 2 Div 2 Group F.

**Answer 2: There are no drawings for Type and Classification. Bidders can reference Florida Building Code for classifications and chemical property tables as needed. However, the intent for the location of electrical components shown on the drawings was to be out of classified or hazardous areas (outdoor enclosures are all NEMA 4X).**

Question 3: With regards to the Instrumentation and Controls, please provide a soft I/O list for all the owner furnished equipment and 3<sup>rd</sup> party packaged systems to be collected by the SCADA workstation servers.

**Answer 3: An I/O list was not generated by the design team. I/O list is to be generated by the integrator taken from depictions on the P&IDs and the lists of items contained in Section 40 61 96, 3.14 and under the C paragraphs of 3.01 through 3.13.**

Question 4: Drawing I-002 depicts MCP as having Modicon PLC with two racks. Rack 1 has the note "backup" in parentheses. Please advise if this is meant to be a redundant PLC, the M340 doesn't have that feature but the M580 PLC does have this option.

**Answer 4: Depiction on I-002 is generic. A redundant PLC CPU is not required. Additional racks are meant for having sufficient slot space for all I/O. The spare PLC CPU loaded with the program provides redundancy.**

Question 5: Please confirm the owner is furnishing the WAN Network Rack illustrated on drawing I-003 as this panel isn't listed in section 40 67 00.

**Answer 5: WAN Network Rack is not a panel. See Section 40 66 00 2.02.**

Question 6: Please confirm a 10,000 tag and 5 client licenses for the VTSCADA software is acceptable. Advise if a larger tag count and/or thin clients is required.

**Answer 6: 10,000 tag and 5 client licenses are a reasonable assumption.**

Question 7: Will a Certified Pump curve be acceptable in lieu of a full factory test? Our pumps being supplied on this project are 3 HP or below and there is substantial savings to the County for us to supply a certified performance curve in lieu of the full factory performance test.

**Answer 7: Yes, a Certified Pump curve is acceptable.**

Question 8: Where are we to route the new fiber from the new electrical building to, are we going to utilize the existing 62.5micron multi-mode fiber in the MRF building as the drawing note states, drawing E-003 note 10. (I-0183 on drawing E-003, however on the cable conduit schedule E-024 this line is blank, I-0184 says it's a 2" with the fiber optic cable from WAN network rack to MRF building).

**Answer 8: Revise Note 10 on Sheet E-003 to read "PROVIDE A 2" CONDUIT FROM THE NETWORK RACK IN THE ELECTRICAL ROOM TO AN EXISTING FIBER MANHOLE ON THE SOUTH SIDE OF THE MRF BUILDING ALONG THE EAST SIDE OF THE ACCESS ROAD (APPROXIMATELY 900' - SEE G-004) AND INSTALL THREE FIBER CABLES FOR REMOTE MONITORING OF THE FACILITY BY COUNTY IT, SWD SCADA, AND PCU SCADA (SEE I-003). CONTINUE THESE THREE FIBER RUNS IN AN EXISTING SPARE CONDUIT FROM THAT MANHOLE TO THE SOLID WASTE OFFICE TO CONNECT TO EXISTING NETWORKS AS DIRECTED BY COUNTY."**

**Refer to Bid 25-021 Addendum 4 Utilities Fiber Path document on the FTP site. Instructions on how to download the file can be found on page 1 of this addendum.**

Question 9: What kind of fiber is to be installed? If a single mode fiber is specified, please supply a specification for single mode fiber (only see multi-mode fiber spec 40 66 00-6 item 2.07).

**Answer 9: All fiber is to be in accordance with 40 66 00, 2.07.**

Question 10: Specification 40 66 00-7 item 2.07 B reads to supply mechanical connection of SC, LC or ST connectors, this is old technology. In order to warranty the fiber connections, we recommend fan out kits with fusion spliced connections, will this be acceptable?

**Answer 10: Yes, this is acceptable.**

Question 11: Drawing E-003 shows connecting power for the new leachate pump station to the existing 120/240v control panel and references note 13?, there is no note 13, it appears it may be note 9, please confirm note 9 applies. During job site walk, there is an existing panelboard in the control panel specified, are we to supply power from this existing panelboard? There is space to add (1) 2 pole breaker in this panelboard, are we to supply the breaker for connection of the new leachate pump station, if so, please specify breaker size?

**Answer 11: Note on E-003 should reference “SEE NOTE 9”. It is not known if existing panelboard capacity to supply power to the new pump station panel. This is why Note 9 says to extend power upstream of the main disconnect to feed power to the new panel. If it can be determined during construction that the existing panelboard can be used, a new 2-pole breaker can be supplied by the Contractor (or subcontractor). Breaker will need to be sized to be consistent with the new pump station panel’s main breaker (likely 20A for the two 1 hp pumps – see one-line on E-276).**

Question 12: Drawing E-020 shows that cables for P-0004 through P-0014 (with exception of spare conduits) have (4) 500MCM awg conductors in them, it appears there is no ground conductor specified. I believe a ground conductor is needed here, if so please specify conductor size (2/0awg for 1000amp)?

**Answer 12: Provide #4/0 ground for 1600A breakers.**

Question 13: Hydro-Air Systems does not have a Professional Engineer to sign the tank sizing calculations and would need a waiver for this requirement. Can a waiver be provided?

**Answer 13: A waiver can be provided if calculations are provided that are supported by the system supplier’s warrantee.**

Question 14: A bladder tank does not require or need a permanent air compressor. The bladder in the tank separates the air from the water and therefore does not lose air like a standard air over water hydro-pneumatic tank. The only time that air needs to be added to a bladder tank is when the tank is initially setup and if the bladder has to be replaced due to a rupture. Please advise.

**Answer 14: : The intent of the hydro-pneumatic tank system is described under Section 46 77 90 1.01 A. The system feeds washdown stations throughout the facility where 1 or 2 might be used at any given time. Water is supplied through one of the effluent pumps operating on a VFD. The hydro-pneumatic tank system is meet this intended purpose. However, bids are to include the specified compressor (46 77 90 2.03) if only to periodically add air manually.**

Question 15: Air cannot be replenished in a bladder tank during normal operation. To properly put air into a bladder tank, you have to remove all water from the tank with the outlet connection open and then air can be put into the tank to the appropriate pressure. Please advise.

**Answer 15: See response to Question 14. As stated in 46 77 90 2.05 D., accessories such as level switches, pressure switches, and solenoid valves shall be provided as typically supplied by the system manufacturer. At a minimum, a manual valve to add air to the tank is to be provided.**

Question 16: A control panel would not be required for a bladder tank, since you cannot control the air pressure or water volume in a bladder tank. A control panel for the VFD pumps would run off a pressure transmitter in the discharge line of the pump after the bladder tank. Please advise.

**Answer 16: See response to Question 14. However, the control panel is intended to operate the air compressor and is still to be provided per 46 77 90 2.04. At a minimum, the panel needs to include the motor starter for the compressor and on/off pressure switches to maintain pressure in the compressor receiver tank.**

Question 17: Level and pressure switches and solenoid valve are not applicable to a bladder tank. These would be used on a standard air over water hydro-pneumatic tank. Clarification needs to be made if this is to be a bladder tank or a standard air over water hydro-pneumatic tank. For this size system, a bladder tank would be recommended but without all the controls and air compressor requirements.

**Answer 17: See responses to Questions 14 and 15. A bladder tank as specified is sufficient.**

Question 18: Please confirm which type of VTScada license is required for the project.

**Answer 18: The following is required:**

- **VTScada Runtime License (10,000 tags) Version 12.1.58**
- **Alarm Notification License**
- **Other options:**
  1. **Version Control = Yes**
  2. **Remote Config = Yes**
  3. **Redundancy = Yes**
  4. **Server Capable = Yes**

Question 19: Please provide Section 40 61 91 – Process Control System Instrument List.

**Answer 19: Section 40 61 91 was not generated by the design team. Generally, instruments associated with OFE equipment or vendor systems come with that equipment as listed in the OFE specs (appendix B through G) and vendor equipment**



**specs (submersible pumps, peristaltic pumps, big bubble mixer, and hydro tank)**

**. Therefore, instruments shown on the P&IDs and mentioned in Addendum 1 for the following are to be provided under Division 40 (integrator):**

- Septage Wet Well and pumps (LSH, LIT/LE, HS, PSH, PI) other than TSH/ME come with pump and ZSC comes with valve**
- Leachate Transfer pumps (PSH, PI) other than ZSC comes with valve**
- Leachate EQ tank and influent pumps (FIT/FE, LSH, LIT/LE, LSH, HS, PSH, PI) other than PI/PSL for mixing system and ZSC comes with valve**
- FIT's ahead of biological treatment units**
- WAS pump PSH, PI, and HS**
- Contact tank mixer and effluent pumps (HS, LSH, LIT/LE, PSH, PI, FIT/FE, PIT) other than TSH/ME come with pump and ZSC comes with valve**
- Chemical feed systems and chemical vaults (LIT/LE, LSH, FIT/FE on hypochlorite discharge) other than FSH come with emergency showers and hypochlorite pump skid comes with its own instruments.**
- WAS Tank LIT/LE and LSH**