

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 **JR. DAVIS CONSTRUCTION COMPANY, INC.** 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 25-420.

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 \$ 33,273,440.79 plus the Allowance Work amount of \$ 250,000.00 the total sum being \$ 33,523,440.79. 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 Substantial Completion within 1,003 calendar days from the Start Date memorialized within the Notice to Proceed. 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 30 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 1,033 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 due until such time retainage is reduced 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: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

DATE SIGNED BY CHAIR _____

Reviewed as to form and legal sufficiency

Neeraj Wadga 6/3/2020
County Attorney's Office Date

ATTEST: Kristy Kelley
Corporate Secretary

CONTRACTOR: JR. DAVIS CONSTRUCTION COMPANY, INC.

BY: [Signature]
Authorized Corporate Officer or Individual

JAMES B. DAVIS, JR
(Printed or Typed Name of Signer)

CEO
(Printed or Typed Title of Signer)

210 HANGAR RD, KISSIMMEE, FL 34741
(Business Address of Contractor)

407-870-0066
(Telephone Number)



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)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF FLORIDA County OF OSCEOLA
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5/28TH/26 (Date) by JAMES B. DAVIS, JR. (Name of officer or agent) as CEO (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 5/28/26 (Date)
Kristy Kelley Official Notary Signature and Notary Seal

Commission Number _____ My Commission HH 297611 Expires 9/27/2026 Commission Expiration Date 9/27/26

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)

Commission Number _____ Commission Expiration Date _____

An official website of the United States government [Here's how you know](#)



Scheduled SAM Maintenance [Show Details](#)
Apr 3, 2026



[See All Alerts](#)

Revolutionary FAR Overhaul impacts to SAM.gov [Show Details](#)
Aug 15, 2025



[Sign In](#)

[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

Search

- All Domains
- Contracting
- Federal Assistance
- Entity Information
- Federal Hierarchy
- Wage Determinations

No matches found

Your search did not return any results.

To view Entity Registrations, Subcontract Reports, Subaward Reports you must sign in.

[Sign In](#)

Would you like to include inactive records in your search results?

[Yes](#)

[Go Back](#)

Filter By

Keyword Search
For more information on how to use our keyword search, visit our [help guide](#)

Any Words

 All Words

 Exact Phrase

Federal Organizations

Status

Active

Inactive

[Reset](#)



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

Detail by Entity Name

Florida Profit Corporation
JR. DAVIS CONSTRUCTION COMPANY, INC.

Filing Information

Document Number	H73565
FEI/EIN Number	59-2571763
Date Filed	08/29/1985
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	03/31/2003
Event Effective Date	04/01/2003

Principal Address

210 HANGAR ROAD
KISSIMMEE, FL 34741

Changed: 08/19/2019

Mailing Address

210 HANGAR ROAD
KISSIMMEE, FL 34741

Changed: 08/19/2019

Registered Agent Name & Address

DAVIS, JAMES BJR.
210 HANGAR ROAD
KISSIMMEE, FL 34741

Name Changed: 04/15/2005

Address Changed: 02/12/2020

Officer/Director Detail

Name & Address

Title CEO

DAVIS, JAMES B. JR.
210 HANGAR ROAD
KISSIMMEE, FL 34741

Title ST

DAVIS, TAMA R
210 HANGAR ROAD
KISSIMMEE, FL 34741

Title Treasurer

Buccellato, Kimberly
210 HANGAR ROAD
KISSIMMEE, FL 34741

Title Secretary

Kelley, Kristy
210 HANGAR ROAD
KISSIMMEE, FL 34741

Title Secretary Treasurer

de Armas, Asa Joel
210 HANGAR ROAD
KISSIMMEE, FL 34741

Title President

Davis, Stephen V
210 HANGAR ROAD
KISSIMMEE, FL 34741

Title Officer

HARRIS, CRAIG C
210 HANGAR ROAD
KISSIMMEE, FL 34741

Annual Reports

Report Year	Filed Date
2024	04/10/2024
2025	04/25/2025
2026	04/28/2026

Document Images

04/28/2026 – ANNUAL REPORT	View image in PDF format
04/25/2025 – ANNUAL REPORT	View image in PDF format
04/10/2024 – ANNUAL REPORT	View image in PDF format
04/21/2023 – ANNUAL REPORT	View image in PDF format
04/05/2022 – ANNUAL REPORT	View image in PDF format
03/12/2021 – ANNUAL REPORT	View image in PDF format
02/12/2020 – ANNUAL REPORT	View image in PDF format
01/14/2019 – ANNUAL REPORT	View image in PDF format
04/26/2018 – ANNUAL REPORT	View image in PDF format
04/27/2017 – ANNUAL REPORT	View image in PDF format
04/29/2016 – ANNUAL REPORT	View image in PDF format
04/22/2015 – ANNUAL REPORT	View image in PDF format
04/22/2014 – ANNUAL REPORT	View image in PDF format
04/29/2013 – ANNUAL REPORT	View image in PDF format
04/26/2012 – ANNUAL REPORT	View image in PDF format
04/27/2011 – ANNUAL REPORT	View image in PDF format
04/23/2010 – ANNUAL REPORT	View image in PDF format
04/29/2009 – ANNUAL REPORT	View image in PDF format
04/28/2008 – ANNUAL REPORT	View image in PDF format
05/01/2007 – ANNUAL REPORT	View image in PDF format
04/26/2006 – ANNUAL REPORT	View image in PDF format
04/15/2005 – ANNUAL REPORT	View image in PDF format
05/03/2004 – ANNUAL REPORT	View image in PDF format
05/01/2003 – ANNUAL REPORT	View image in PDF format
03/31/2003 – Merger	View image in PDF format
04/04/2002 – ANNUAL REPORT	View image in PDF format
04/19/2001 – ANNUAL REPORT	View image in PDF format
04/21/2000 – ANNUAL REPORT	View image in PDF format
09/27/1999 – Amendment	View image in PDF format
03/01/1999 – ANNUAL REPORT	View image in PDF format
01/29/1998 – ANNUAL REPORT	View image in PDF format
08/06/1997 – ANNUAL REPORT	View image in PDF format

01/24/1996 - ANNUAL REPORT	View image in PDF format
04/27/1995 - ANNUAL REPORT	View image in PDF format

ORDINANCE NO. 2025-020

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS PROVIDING PROCEDURE REQUIREMENTS TO CLOSE POLK COUNTY-OWNED ROADS; PROHIBITING ROAD CLOSURES EXCEEDING FIVE DAYS WITHOUT THE APPROVAL OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING CERTAIN EXEMPTIONS; PROVIDING FOR COMPLIANCE, ENFORCEMENT, AND PENALTIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Polk County is responsible for the maintenance of existing county-owned roadway and drainage infrastructure and the construction of new infrastructure to provide safe roadways for residents and visitors; and

WHEREAS, at times, these roadway construction projects require road closures that impede traffic; and

WHEREAS, for the safety of the traveling public and those performing work in the right of way, road closures are required; and

WHEREAS, road closures severely inconvenience the general public and increase traffic on detour roads; and

WHEREAS, it is in the interest of public health, safety, and welfare for the Polk County Board of County Commissioners to improve the policies and procedures concerning road closures in order to ensure that road closures are granted only in instances when no other option exists and for the shortest time required to complete the necessary roadway construction projects;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, THAT:

SECTION 1. INCORPORATION OF RECITALS:

The above recitals are hereby fully incorporated in the body of this Ordinance.

SECTION 2. DEFINITIONS:

- (A) Road closure – the closing, detouring, or otherwise restricting all lanes of traffic on a county road for more than two (2) hours.
- (B) Road Closure Request Form – the application that must be completed and submitted to the Division when requesting a road closure.
- (C) Division – the Roads and Drainage Division, which is the division of Polk County government responsible for the maintenance of existing county-owned roadway

and drainage infrastructure and the construction of new infrastructure to provide safe roadways; or the Land Development Division, which is the division responsible for approval of improvements to the road infrastructure associated with development; or any other division designated by the County Manager to carry out the provisions of this Ordinance.

SECTION 3. PROHIBITION OF COUNTY ROAD CLOSURES WITHOUT COUNTY APPROVALS:

County road closures not approved in accordance with this Ordinance or exceeding the time period(s) approved in accordance with this Ordinance are hereby prohibited.

SECTION 4. PROCEDURAL REQUIREMENTS FOR A ROAD CLOSURE:

- (A) The Division shall review all requests, set conditions for same, and authorize or deny road closure requests for five (5) days or less for roads that are classified as “collector roads” in the County’s road inventory and road closure requests for thirty (30) days or less for roads that are classified as “local residential roads” in the County’s road inventory.
- (B) Road closure requests exceeding five (5) days for roads that are classified as “collector roads” in the County’s road inventory, road closure requests exceeding thirty (30) days for roads that are classified as “local residential roads” in the County’s road inventory, and all requests for extensions to previously granted road closures, must be submitted to the Division for initial review to confirm compliance with this Ordinance. Upon completion of the initial review by the Division, the request will be placed on agenda of the Polk County Board of County Commissioners to approve, approve with conditions, or deny. Whether to approve a road closure shall be at the sole discretion of the Polk County Board of County Commissioners acting in its legislative capacity after considering what is in the best interest of the public. Nothing herein shall create a right for an individual, corporation, or other entity to have a road closed at any time.
- (C) All applicants seeking a road closure must complete a Road Closure Request Form approved by the Division and must include the following:
 - a. An aerial location map depicting the work zone location with northing arrow and major roads labeled;
 - b. A traffic control plan that contains a detour route, the location of signs and devices, and required message boards;
 - c. Reason(s) for the road closure;
 - d. Any additional information required by the Division.

In addition:

- e. All requests for an extension must have the originally approved Road Closure Request Form; and
 - f. All road closure requests exceeding fourteen (14) days must also contain a Road Closure Agreement signed by the applicant (See Section 4(F)).
- (D) The reason(s) for the road closure must be specific and justifiable. Road closure approvals will only be granted upon the following conditions:
- a. All other possible alternatives have been explored and found to be impossible or impractical;
 - b. The road closure enhances public safety;
 - c. The road closure is necessary to mitigate hazardous working conditions; and
 - d. The road closure is not merely for the convenience of the applicant, contractor, or requesting party.
- (E) Road closure approvals will only be granted for the shortest time required to complete the indicated scope of work.
- (F) Road closures exceeding fourteen (14) days require the applicant to enter into a Road Closure Agreement with Polk County at least three (3) days prior to the scheduled closure date. The Road Closure Agreement shall contain the following terms and conditions:
- a. The approved date of completion;
 - b. An “Extensions Clause” that allows Polk County, in its sole discretion, to grant extensions of the road closure due to unforeseen delays;
 - c. A “Liquidated Damages Clause” whereby the applicant must pay liquidated damages for each calendar day that the applicant fails to reopen the roadway;
 - d. A “Letter of Credit Clause” whereby the applicant agrees to provide an irrevocable standby Letter of Credit payable to Polk County in an amount that is reasonable to cover the project costs;
 - e. An “Indemnification Clause” whereby the applicant shall indemnify Polk County; and
 - f. Any other term or condition that may be deemed reasonable or necessary.
- (G) All road closure requests that do not exceed five (5) days must be submitted at least ten (10) working days prior to the anticipated date of closure. Road closures exceeding five (5) days must be submitted at least forty-five (45) working days prior to the anticipated date of closure. The road may not be closed without written approval by the County in accordance with this Ordinance.

- (H) Once a road closure request is approved, the applicant must display signage announcing the road closure. Said signage must be displayed for at least five (5) days prior to the date of the road closure and in a conspicuous location in both directions of travel.

SECTION 5. EXEMPTIONS:

The following circumstances are exempt from this Ordinance:

- (A) An emergency road closure in response to an act of God or other sudden unexpected event or any occurrence, or threat thereof, whether natural, technological, or manmade, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage or loss of property. In said case of emergency, the Division must be informed as soon as reasonably possible, but no more than twenty-four (24) hours, and the County Manager or the County Manager's designee must approve the road closure.
- (B) Road closures effected by Polk County and approved by the Division.
- (C) CSX road closures for railroad work.
- (D) Road closures due to utility work.
- (E) Road closures associated with municipality work.

SECTION 6. COMPLIANCE, ENFORCEMENT, AND PENALTIES:

- (A) The Roads and Drainage, Code Enforcement, Land Development, and Utilities Divisions shall ensure compliance and enforcement. In addition, the County's Code Enforcement Officers, the Polk County Sheriff's Office, and any other person authorized to enforce County ordinances may enforce provisions of this Ordinance.
- (B) Any enforcement action or legal remedy that shall be available under controlling state law, including, but not limited to, prosecution in the same manner as a misdemeanor with a fine not exceeding Five Hundred Dollars (\$500.00) or by imprisonment for a term not exceeding sixty (60) days or by both fine and imprisonment, may be imposed as a penalty. When enforced by a Code Enforcement Officer, the enforcement provisions and procedures contained in the Polk County Code Enforcement Special Magistrate Ordinance, as may be amended, are incorporated herein by reference and will apply. Nothing stated in this Section shall prevent the County from taking such other lawful action in law and equity as may be necessary to remedy any violation of any part of this Ordinance, including without limitation, pursuit of injunctive relief and/or

declaratory relief in a court of competent jurisdiction or utilizing any other action or enforcement method permitted by law.

SECTION 7. STATUTORY CONSTRUCTION AND SEVERABILITY:

The provisions of this Ordinance are severable. If any of the provisions of this Ordinance shall be held unconstitutional or unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions of this Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such an unconstitutional provision not been included herein.

SECTION 8. EFFECTIVE DATE:

This Ordinance shall become effective upon filing a certified copy with the Florida Department of State.



STATE OF FLORIDA)
)
COUNTY OF POLK)

I Stacy M. Butterfield, County Clerk and Comptroller for Polk County, Florida, hereby certify that the foregoing is a true and correct copy of Ordinance No. 2025-020 adopted by the Board on April 1, 2025

WITNESS my hand and official seal on this 1st day of April 2025.

STACY M. BUTTERFIELD, CLERK

By: *Yolanda Harris*
Yolanda Harris
Deputy Clerk





FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

April 1, 2025

Stacy Butterfield
County Clerk
Polk County
Post Office Box 988
Bartow, FL 33831-0988

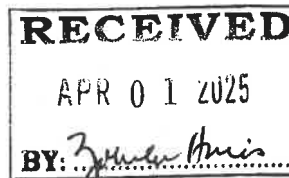
Dear Stacy Butterfield,

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Polk County Ordinance No. 2025-020, which was filed in this office on April 1, 2025.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp





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



HARRIS, CRAIG CONLEY
JR. DAVIS CONSTRUCTION COMPANY, INC.

210 HANGAR ROAD
KISSIMMEE FL 34741

LICENSE NUMBER: CGC1572682

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/19/2024

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.



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

3:39:08 PM 6/1/2026

Licensee Information

Name:	HARRIS, CRAIG CONLEY (Primary Name) JR. DAVIS CONSTRUCTION COMPANY, INC. (DBA Name)
Main Address:	210 HANGAR ROAD KISSIMMEE Florida 34741
County:	OSCEOLA

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1522682
Status:	Current,Active
Licensure Date:	10/21/2014
Expires:	08/31/2026

Special Qualifications Qualification Effective

Construction Business	10/21/2014
------------------------------	-------------------

Alternate Names

- [View Related License Information](#)
- [View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD

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



DAVIS, JAMES BROWER JR

JR DAVIS CONSTRUCTION COMPANY INC
210 HANGAR ROAD
KISSIMMEE FL 34741

LICENSE NUMBER: CUC051665

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/26/2024

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.



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

3:39:27 PM 6/1/2026

Licensee Information

Name:	DAVIS, JAMES BROWER JR (Primary Name) JR DAVIS CONSTRUCTION COMPANY INC (DBA Name)
Main Address:	210 HANGAR ROAD KISSIMMEE Florida 34741
County:	OSCEOLA
License Location:	210 HANGAR ROAD KISSIMMEE FL 34741
County:	OSCEOLA

License Information

License Type:	Certified Underground Utility and Excavation Contractor
Rank:	Cert Under
License Number:	CUC051665
Status:	Current,Active
Licensure Date:	07/28/1990
Expires:	08/31/2028

Special Qualifications **Qualification Effective**

Construction Business	02/20/2004
------------------------------	-------------------

Alternate Names

- [View Related License Information](#)
- [View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However, email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser's Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser's Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 175296

CLASS: B+ EXEMPT

EXPIRES:

09/30/2026

OWNER NAME

LOCATION

JAMES B JR DAVIS

POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS

CODE

ACTIVITY TYPE

DAVIS, JR CONSTRUCTION COMPANY INC
JR DAVIS CONSTRUCTION COMPANY INC
210 HANGAR RD
KISSIMMEE, FL 34741

230290

CONTRACTOR UNDERGROUND UTILEXC

PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR CUC051665

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
DISPLAYED AT THE BUSINESS LOCATION

PAID - 3415614 07/14/2025 MSF

TAX 0.00

DAVIS, JR CONSTRUCTION COMPANY INC



May 18, 2026

Polk County, a political subdivision of the State of Florida
330 W. Church St
Bartow, FL 33830

RE: *Authority to Insert Contract Date and Date Bond(s) and Power(s) of Attorney*

Principal: Jr. Davis Construction Company, Inc.
Bond No.: 30275543
Project: 25-420 – Thompson Nursery Road Extension Phase 1, Segment 1

To Whom It May Concern:

Please be advised that this letter serves as our authorization for Polk County, FL to do the following;

- *Once the contract is signed, insert the date of the contract to the bond(s);*
- *Date the bond(s) and Power(s) of Attorney the date of the contract; and*

Please provide us with a copy for our files.

If you have any questions, please don't hesitate to contact this office

Sincerely,
Johnson & Company


Brett A. Ragland
Attorney-In-Fact for Western Surety Company

EXHIBIT II: PERFORMANCE BOND

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

BOND NO.: 30275543

CONTRACTOR NAME: Jr. Davis Construction Company, Inc.

CONTRACTOR ADDRESS: 210 Hangar Road, Kissimmee, FL 34741

CONTRACTOR PHONE NO: (321)383-1171

SURETY COMPANY: Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

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: \$ 33,523,440.79

CONTRACT NUMBER: 25-420

GENERAL DESCRIPTION
OF PROJECT: Thompson Nursery Road Extension Phase 1
Segment 1

PROJECT LOCATION: Thompson Nursery Road

EXHIBIT II (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Jr. Davis Construction Company, Inc., as Principal, and Western Surety Company, as Surety, located at 151 N. Franklin Street, Chicago, IL 60606 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars (\$33,523,440.79) 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 the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20____ (the "Purchase Order") between Principal and Obligee for performance of providing protective measure – overhead doors, at the times and in the manner proscribed in the Purchase Order; and
2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and
3. Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and
4. Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

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:

PRINCIPAL: Jr. Davis Construction Company, Inc.

BY: Kristy Kelley (SEAL)

Witness: [Signature]

Authorized Signature (Principal)

Printed Name: Kristy Kelley

Witness: [Signature]

Title of Person Signing Above SECRETARY



ATTEST:

SURETY: Western Surety Company

(Printed Name)

Witness: [Signature]

Laura Krajczewski, Witness

BY: Brett A Ragland (SEAL)

Attorney in Fact

Witness: [Signature]

Kendra Gray, Witness

Printed Name Brett A. Ragland, Attorney-In-Fact

Business Address 151 N. Franklin Street, Chicago, IL 60606



NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

Agency: Johnson and Company
801 N. Orange Avenue, Suite 510
Orlando, FL 32801 (407)843-1120

EXHIBIT III: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Jr. Davis Construction Company, Inc, as Principal, and Western Surety Company, as Surety, located at 151 N. Franklin Street, Chicago, IL 60606 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of Thirty Three Million, Five Hundred Twenty Three Thousand, Four Hundred Forty and 79/100 Dollars (\$ 33,523,440.79) 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 the Principal:

1. 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 under and in accordance with that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for; 25--420 Thompson Nursery Road Extension Phase 1 - Segment 1.

then the Surety shall have no obligation under this Payment Bond.

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.

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

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:

PRINCIPAL: J. Davis Construction Company, Inc.

BY: Kristy Kelley (SEAL)

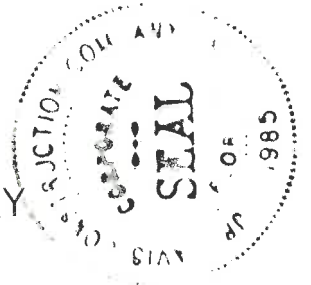
Witness: Kendra

Authorized Signature (Principal)

Printed Name: Kristy Kelley

Witness: Delia

Title of Person Signing Above: SECRETARY



ATTEST:

SURETY: Western Surety Company

Witness: Laura Krajczewski

Laura Krajczewski, Witness

BY: Brett A. Ragland (SEAL)

(Printed Name)

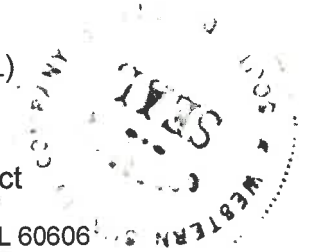
Attorney in Fact

Witness: Kendra Gray

Kendra Gray, Witness

Printed Name Brett A. Ragland, Attorney-In-Fact

Business Address 151 N. Franklin Street, Chicago, IL 60606



NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

Agency: Johnson and Company
801 N. Orange Avenue, Suite 510
Orlando, FL 32801 (407)843-1120

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph D Johnson Jr, Francis T O'Reardon, Brett A Ragland, Joseph D Johnson III, Kanani Cordero, Tyler Ragland, Tanner Ragland, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - **In Unlimited Amounts** - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on April 21, 2026.

State of South Dakota }
County of Minnehaha } SS



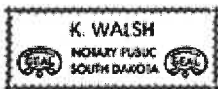
WESTERN SURETY COMPANY

Larry Kasten, Vice President

On April 21, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, P. Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation on _____



WESTERN SURETY COMPANY

P. Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated on April 27, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

AM Best Rating Services

Western Surety Company

BestLink  AMB #: 000974 NAIC #: 13168 FEIN #: 460204900

Mailing Address
151 N. Franklin Street
Chicago, Illinois 60606
[United States](#)

[View Additional Address Information](#)

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

Web: www.cna.com
Phone: 312-822-6000



AM Best Rating Unit: [AMB # - 018214 - Western Surety Group](#)

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

Based on AM Best's analysis, [050177 - Loews Corporation](#) 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

<p>Financial Strength View Definition</p> <p>Rating (Rating Category): A+ (Superior) Outlook (or Implication): Stable Action: Upgraded Effective Date: December 03, 2025 Initial Rating Date: June 30, 1922</p>	<p>Best's Credit Rating Analyst</p> <p>Rating Office: A.M. Best Rating Services, Inc. Senior Financial Analyst: Elizabeth Blamble Director: Alan Murray <i>Note: See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.</i></p>
<p>Long-Term Issuer Credit View Definition</p> <p>Rating (Rating Category): aa- (Superior) Outlook (or Implication): Stable Action: Upgraded Effective Date: December 03, 2025 Initial Rating Date: June 21, 2005</p>	<p>Disclosure Information</p> <p>Disclosure Information Form View AM Best's Rating Disclosure Form</p> <p>Press Release AM Best Upgrades Credit Ratings of CNA Financial Corporation and Its Subsidiaries December 03, 2025</p>
<p>Financial Size Category View Definition</p> <p>Financial Size Category: XIV (USD 1.50 Billion to Less than 2.00 Billion)</p>	

u Denotes [Under Review Best's Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.





Financial Strength Rating		Long-Term Issuer Credit Rating	
Effective Date	Rating	Effective Date	Rating
December 03, 2025	A+	December 03, 2025	aa-
December 05, 2024	A	December 05, 2024	a+
December 15, 2023	A	December 15, 2023	a+
August 17, 2023	A	August 17, 2023	a+
August 04, 2022	A	August 04, 2022	a+
July 08, 2021	A	July 08, 2021	a+

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
018214	Western Surety Group (SG) <i>Rating Unit</i>	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports

-  [Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [018214 - Western Surety Group](#).
-  [Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.
-  [Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.
-  [Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

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

Western Surety Company

(NAIC #13188)

BUSINESS ADDRESS: 151 N. Franklin Street, CHICAGO, IL 60606

PHONE: (312) 822-5000

UNDERWRITING LIMITATION b/: \$147,759,000

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

Surety Check 6/1/2026 - TShirah

CNA SURETY
500 Colonial Center Parkway, Lake Mary, FL 32746

Greg Venturoni
Underwriting Consultant
407-804-5929
Gregory.Venturoni@cnaSurety.com

April 10, 2026

Polk County Board of County Commissioners
Attn: Tabatha Shirah, Senior Procurement Analyst
330 W Church Street
Bartow, FL 33831-9005

Re: Project: Bid #25-420; Thompson Nursery Road Extension Phase 1 – Segment 1

Dear Ms. Shirah:

This letter is to confirm, on behalf of Western Surety Company, that the Bid Bond submitted by Jr. Davis Construction Company, Inc. in connection with the above-referenced project was issued in the amount of five percent (5%) of the total bid.

The corresponding five percent (5%) bid bond amount is \$1,663,672.04.

Please consider this letter as formal confirmation of the bid bond amount as requested by Procurement. Should you require any additional information or documentation, please do not hesitate to contact me.

Sincerely,



Greg Venturoni, AFSB
Underwriting Consultant
CNA Surety – Orlando Branch
500 Colonial Center Parkway, Suite 400
Lake Mary, FL 32746
Gregory.venturoni@cnaSurety.com

PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jr. Davis Construction Company, Inc. (hereinafter called the Principal) and Western Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of South Dakota, and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of Five Percent of the Bid Amount dollars (\$ 5% of Bid) 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 #25-420: Thompson Nursery Road Extension Phase 1 – Segment 1

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 Performance and Payment 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 4th day of March 2026.

ATTEST:

Angela M. Rosales
 Witness

Marie Fujill
 Witness

PRINCIPAL: Jr. Davis Construction Company, Inc.

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

Wesley Kelley
 Printed Name

Secretary
 Title of Person Signing Above

ATTEST:

[Signature]
 Witness Erin Conclin, Witness

Kanani Cordero
 Witness Kanani Cordero, Witness

SURETY: Western Surety Company
 Printed Name

BY: Brett A Ragland (SEAL)
 Attorney in Fact

Brett A. Ragland, Attorney-in-Fact & FL Licensed Resident Agent
 Printed Name

151 N. Franklin Street, Chicago, IL 60606
 Business Address

Agent: 801 N. Orange Avenue, Suite 510
Orlando, FL 32801 Inquiries: 407-843-1120

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.
3. 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.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

BRETT A. RAGLAND
License Number E030595



IS LICENSED TO TRANACT THE FOLLOWING CLASSES OF INSURANCE:
General Lines (Prop & Casu)
Life, Health & Var Annuity

**RESIDENT
LICENSE**

This Licensee must have an active appointment with the Insurer or employer for which products or services are being marketed. See reverse for additional requirements.
The Florida Community College System is Experio's subcontractor for providing test centers for the fulfillment of its contract with the Florida Department of Financial Services.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph D Johnson Jr, Francis T O'Reardon, Brett A Ragland, Joseph D Johnson III, Kanani Cordero, Tyler Ragland, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021.



WESTERN SURETY COMPANY

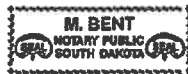
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of March, 2026



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

AM Best Rating Services

Western Surety Company

BestLink  AMB #: 000974 NAIC #: 13189 FIRM #: 46020400

Mailing Address [View Additional Address Information](#)
 151 N. Franklin Street
 Chicago, Illinois 60606
[United States](#)

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

Web: www.cna.com
 Phone: 312-822-5000



AM Best Rating Unit: [AMB # 018214 - Western Surety Group](#)

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

Based on AM Best's analysis, [050177 - Loewen Corporation](#) 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): Stable
 Action: Upgraded
 Effective Date: December 03, 2025
 Initial Rating Date: June 30, 1922

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
 Senior Financial Analyst: Elizabeth Blumbe
 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): Stable
 Action: Upgraded
 Effective Date: December 03, 2025
 Initial Rating Date: June 21, 2005

Disclosure Information

Disclosure Information Form
[View AM Best's Rating Disclosure Form](#)
 Press Release
[AM Best Upgrades Credit Ratings of CNA Financial Corporation and Its Subsidiaries](#)
 December 03, 2025

Financial Size Category View Definition

Financial Size Category: XIV (USD 1.50 Billion to Less than 2.00 Billion)

u Denotes [Under Review Best's Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Effective Date	Rating
December 03, 2025	A+
December 05, 2024	A
December 15, 2023	A
August 17, 2023	A
August 04, 2022	A
July 08, 2021	A

Long-Term Issuer Credit Rating

Effective Date	Rating
December 03, 2025	aa-
December 05, 2024	a+
December 15, 2023	a+
August 17, 2023	a+
August 04, 2022	a+
July 08, 2021	a+

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
018214	Western Surety Group (SG) Rating Unit	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [018214 - Western Surety Group](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

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

Western Surety Company

(NAIC #13188)

BUSINESS ADDRESS: 151 N. Franklin Street, CHICAGO, IL 60606

PHONE: (312) 822-5000

UNDERWRITING LIMITATION b/: \$147,759,000

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

Surety Check 6/1/2026 - TShirah



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2026

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	CONTACT NAME: Erin Conclin PHONE (A/C No. Ext): (407) 843-1120 E-MAIL ADDRESS: econclin@johnsonandcompany.net	FAX (A/C, No): (407) 843-5772
	INSURER(S) AFFORDING COVERAGE	
INSURED Jr. Davis Construction Company, Inc. 210 Hangar Road Kissimmee FL 34741-4534	INSURER A: Travelers Prop Casualty Co of America	
	INSURER B: Bridgefield Casualty Ins Co	
	INSURER C: Transguard Insurance Company of America	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL263218410 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU & Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	VTC2J-CO-4R630909-TIL-25	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OPAGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	VTC2J-CAP-4R630910-TIL-25	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Personal Injury Protection \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50,000	X	Y	CUP-4R630934-TIL-24 -25	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	196-42625	04/01/2026	04/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment			IMP4003837-00	07/01/2025	07/01/2026	Limit per Item \$3,000,000

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

RE: Thompson Nursery Rd Ext Phase 1-Seg 1 (25-420)

See "Jr. Davis Construction Company, Inc. Certificate Attachment".

Jr. Davis Construction Company, Inc. Certificate Attachment

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
 PO Box 9005, Drawer AS05
 Bartow, FL 33831-9005

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 J Johnson, III/ERIN

© 1988-2014 ACORD CORPORATION. All rights reserved.

COMMENTS/REMARKS

Coverage Form

General Liability coverage form CG0001 applies.

Additional Insured

Certificate Holder is a General Liability Additional Insured and an Auto Liability Designated Insured, when required by written contract.

Primary / Non-Contributory Additional Insured

Primary and non-contributory General Liability Additional Insured provision applies, when required by written contract.

Per Project General Aggregate

General Liability Per Project General Aggregate applies when required by written contract.

Contractual Liability

General Liability and Auto Liability Insured Contract contractual liability provisions apply.

Separation of Insureds

General Liability and Auto Liability Separation of Insureds provisions apply.

Waiver of Subrogation

Waiver of Transfer Of Rights Of Recovery Against Others To Us provision as respects General Liability, Auto Liability, Workers Compensation and Excess Liability applies in favor of Certificate Holder, when required by written contract.

Excess Liability Underlying Insurance

Excess Liability schedule of underlying insurance includes General Liability, Auto Liability and Workers Compensation Employers Liability.

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insured will mail 30* days written notice to the certificate holder named to the left except 10 days for non payment of premium.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

COMMERCIAL GENERAL LIABILITY

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

COMMERCIAL GENERAL LIABILITY

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

COMMERCIAL GENERAL LIABILITY

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

COMMERCIAL GENERAL LIABILITY

- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.
- t. **Employment-Related Practices**
"Bodily injury" to:
 - (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
 - (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

COMMERCIAL GENERAL LIABILITY

This exclusion does not apply to "personal injury" caused by malicious prosecution,

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

COMMERCIAL GENERAL LIABILITY

- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

COMMERCIAL GENERAL LIABILITY

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. **Products-Completed Operations Hazard**
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions**
Excluded under Coverage A.

COMMERCIAL GENERAL LIABILITY

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I - Coverages - Coverage B - Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

COMMERCIAL GENERAL LIABILITY

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

COMMERCIAL GENERAL LIABILITY

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
- (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- For the purposes of Paragraph 1, of Section II – Who is An Insured, each such organization will be deemed to be designated in the Declarations as:
- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.
- The insurance provided to such premises owner, manager or lessor is subject to the following provisions:
- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.
- The insurance provided to such equipment lessor is subject to the following provisions:
- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint

COMMERCIAL GENERAL LIABILITY

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

COMMERCIAL GENERAL LIABILITY

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;
- that is your partner, joint venture member, manager or trustee; or
- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- 3. Legal Action Against Us**
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below, except when Paragraph d. below applies.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";
- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;
- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph d. below applies; or
- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph d. below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

COMMERCIAL GENERAL LIABILITY

2. "Advertising injury":
 - a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

COMMERCIAL GENERAL LIABILITY

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
13. "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement;
 - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph f. does not include that part of any contract or agreement:
 - That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
15. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;

COMMERCIAL GENERAL LIABILITY

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".
17. "Occurrence" means:
- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or
 - b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
18. "Personal and advertising injury" means "personal injury" or "advertising injury".
19. "Personal injury":
- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COMMERCIAL GENERAL LIABILITY

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from fire, explosion or lightning; or
 - (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

COMMERCIAL GENERAL LIABILITY

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
27. "Title" means a name of a literary or artistic work.
28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
30. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
31. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:
 - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

 - (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or
 - (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph **2., Exclusions,** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph **4.b., Excess Insurance,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE –
CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect

during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30

days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated

by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

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

Blanket Waiver of Subrogation Applies

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

Date Prepared: February 6, 2026

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: April 1, 2026

Policy Number: 196-42625

Countersigned by:

A handwritten signature in black ink, appearing to be a stylized name, positioned to the right of the 'Countersigned by:' text.

Insured: Jr. Davis Construction Company, Inc.

WC 00 03 13 (Ed. 4-84)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/22/2026

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	CONTACT NAME: Erin Condlin	INSURER(S) AFFORDING COVERAGE	NAIC #
	PHONE (A/C, No, Ext): (407) 843-1120		
INSURED Jr Davis Construction Co Inc. 210 Hangar Road Kissimmee FL 34741	E-MAIL ADDRESS: econdlin@johnsonandcompany.net		
	INSURER A: Allied World Assurance Co.		19489
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: CL2562618083 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Pollution Liability			0309-5047	07/01/2025	07/01/2026	Each Occurrence/Aggregate	5MIL/10MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Thompson Nursery Rd Ext Phase 1-Seg 1 (25-420)

CERTIFICATE HOLDER Polk County, a political subdivision of the State of Florida PO Box 9005, Drawer AS05 Bartow, FL 33831-9005	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Johnson, III/ERIN 

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2026

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.

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.

PRODUCER: Johnson & Company, 801 N Orange Avenue, Suite 510, Orlando, FL 32801
CONTACT NAME: Erin Condlin
PHONE (A/C, No, Ext): (407) 843-1120
FAX (A/C, No): (407) 843-5772
E-MAIL ADDRESS: econdlin@johnsonandcompany.net
INSURER(S) AFFORDING COVERAGE: INSURER A: Great American Insurance Co, NAIC #: 16691
INSURED: Jr Davis Construction Co Inc, 210 Hangar Road, Kissimmee, FL 34741

COVERAGES CERTIFICATE NUMBER: CL2652118533 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Thompson Nursery Rd Ext Phase 1-Seg 1 (25-420)

CERTIFICATE HOLDER: Polk County, a political subdivision of the State of Florida, PO Box 9005, Drawer AS05, Bartow, FL 33831-9005
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

AM Best Rating Services

Travelers Property Casualty Company of America

BestLink  AMB #: 004461 NAIC #: 29674 FEIN #: 392719165

Mailing Address [View Additional Address Information](#)
 One Tower Square
 Hartford, Connecticut 06183
[United States](#)

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

Web: www.travelers.com
 Phone: 860-277-0111
 Fax: 844-816-8447



AM Best Rating Unit: [AMB #: 018674 - Travelers Group](#)

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

Based on AM Best's analysis, [058470 - The Travelers Companies, 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: g (Group)
 Outlook (or Implication): Stable
 Action: Affirmed
 Effective Date: August 08, 2025
 Initial Rating Date: June 30, 1972

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
 Senior Financial Analyst: Cristian Slewa, CFA, CPCU
 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: August 08, 2025
 Initial Rating Date: April 18, 2005

Disclosure Information

Disclosure Information Form
[View AM Best's Rating Disclosure Form](#)
 Press Release
[AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Main Subsidiaries](#)
 August 08, 2025
[View AM Best's Rating Review Form](#)

Financial Size Category View Definition

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

u Denotes [Under Review Best's Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1972.

Financial Strength Rating

Effective Date	Rating
August 08, 2025	A++
August 02, 2024	A++
July 20, 2023	A++
July 29, 2022	A++
November 04, 2021	A++
November 05, 2020	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
August 08, 2025	aa+
August 02, 2024	aa+
July 20, 2023	aa+
July 29, 2022	aa+
November 04, 2021	aa+
November 05, 2020	aa+

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: [AMB #: 018674 - Travelers Group](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

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

Bridgefield Casualty Insurance Company

BestLink  AMB #: 011912 NAIC #: 10335 FEIN #: 093209531

Mailing Address
117 N. Massachusetts Avenue
Lakeland, Florida 33801
[United States](#)

[View Additional Address Information](#)

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



Web: www.summitholding.com
Phone: 863-665-6060
Fax: 513-369-5830

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

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, 2025
Initial Rating Date: January 16, 1999

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Associate Director: Robert Valente, CPCU
Director: Dorella Pitas
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 11, 2025
Initial Rating Date: January 25, 2006

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, 2025

Financial Size Category View Definition

Financial Size Category: X (USD 600 Million to Less than 750 Million)

U Denotes [Under Review Best's Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1999.

Financial Strength Rating

Effective Date	Rating
December 11, 2025	A+
December 11, 2024	A+
December 15, 2023	A+
December 16, 2022	A+
December 03, 2021	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
December 11, 2025	aa-
December 11, 2024	aa-
December 15, 2023	aa-
December 16, 2022	aa-
December 03, 2021	aa-

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: [AMB # - 003012 - Great American Contemporary Pool](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

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

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS

County of Osceola)

Kristy Kelley, being first duly sworn, deposes and says that:

1. They are Secretary of Jr. Davis Construction Co., Inc., 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 the 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.

Signed Kristy Kelley

Title Secretary

Subscribed and sworn to before me this 4th day of March, 20 26

Project Administrator [Signature]
(Title)

My Commission expires _____

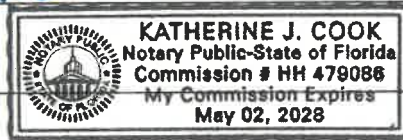


EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK

BID # 25-420

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid # 25-420.
- Understands that at the pre-award meeting 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.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting 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 4th day of March, 20 26

Name of Firm Jr. Davis Construction Co., Inc.

By _____

Kristy Kelley

Kristy Kelley

Secretary

Title of Person Signing

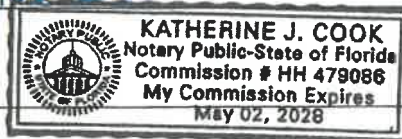
Subscribed and sworn to before me this 4th day of March, 20 26

Project Administrator _____

(Title)

Kane

My Commission expires _____



EX VI - 1

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 the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
County of Seminole) SS

Phillip Fausnight, being first duly sworn, deposes and says that:

1. They are President of Fausnight Stripe and Line, Inc., hereafter referred to as the Subcontractor;
2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Jr. Davis Construction, Inc. the Contractor for certain work in connection with Bid: Thompson Nursery Rd Ext
3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
4. 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
5. 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 *Phillip Fausnight*
Title President

Subscribed and sworn to before me this 28th day of May, 2026

(Title)
Cristanny Mercedes
My Commission expires _____



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 the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida)
SS
County of Osceola)

Kristy Kelley, being first duly sworn, deposes and says that:

1. They are Secretary of S&L Materials, Inc., hereafter referred to as the Subcontractor;
2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Jr. Davis Construction Co. the Contractor for certain work in connection with Bid: 25-420
3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
4. 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
5. 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 Kristy Kelley
Title Secretary

Subscribed and sworn to before me this 28th day of May, 2026

K. Cook
(Title)

My Commission expires 02/27 P



**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 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to <https://vcl.polk.one/vendordirectory>, Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

<u>Division of Work</u>	<u>Results of Good Faith Effort</u>
1. Striping	
<u>Fausnight</u>	<u>Utilizing</u>
<u>Mcshea</u>	<u>Not Utilizing</u>
<u>Traffic Control Products (WBE)</u>	<u>Not Utilizing</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
2. Signalization	
<u>Chinchor Electric</u>	<u>Utilizing</u>
<u>Carter Electric</u>	<u>Not Utilizing</u>
<u>Traffic Control Devices</u>	<u>Not Utilizing</u>
<u>Montoya</u>	<u>Not Utilizing</u>
<u> </u>	<u> </u>
3. Asphalt	
<u>S&L Materials</u>	<u>Utilizing</u>
<u>Ajax Paving</u>	<u>Not Utilizing</u>
<u>Middlesex Paving</u>	<u>Not Utilizing</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
4. Aerial Photos & Pre/Post Video	
<u>Aerial Innovations</u>	<u>Utilizing</u>
<u>Aero Photo</u>	<u>Not Utilizing</u>
<u>Fast Aerial</u>	<u>Not Utilizing</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
5. Guardrail/Handrail	
<u>SE Highway</u>	<u>TBD</u>
<u>Slagter</u>	<u>TBD</u>
<u>Delamere Industries</u>	<u>TBD</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

**EXHIBIT 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 # 25-420

Jr. Davis Construction Company, Inc.
Contractor


Signature

James B. Davis, Jr.
Printed Name of Signer

5/28/2020
Date



Jr. Davis Construction

210 Hangar Road, Kissimmee, FL 34741

P: (407) 87-0066 F: (407) 870-1912

POLK COUNTY PROCUREMENT DIVISION

THOMPSON NURSERY ROAD EXTENSION
PHASE 1 - SEGMENT 1

Bid No.: 25-420
Bid Date: March 4, 2026
Bid Time: 2:00 PM

**Part C – BID SUBMITTAL
(Unit Price)**

NAME OF PROJECT: BID #25-420, Thompson Nursery Road extension phase 1 - Segment 1

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 he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; 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 PAGES THAT ARE PART OF THIS SECTION MUST BE PROVIDED FOR THIS BID SUBMITTAL TO BE CONSIDERED BY THE COUNTY

***NOTE: ALL UNIT PRICE PAGES MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT WILL CAUSE THE BID TO BE REJECTED.**

1. BID PRICE	<u>\$ 33,273,440.79</u>
(Note: This total represents the sum of the unit prices on the Bid Sheet.)	
WRITTEN AMOUNT (SPELL OUT)	
<u>Thirty-three million, two hundred seventy-three thousand, four hundred forty dollars and seventy-nine cents</u>	<u>DOLLARS</u>
	<u>CENTS</u>
2. CONTRACT TIME TO COMPLETE THIS PROJECT	<u>1.033</u> CALENDAR DAYS
3. NAME OF BIDDER:	<u>Jr. Davis Construction Company., Inc.</u>
	(typed or printed: firm, corporation, business or individual)



BID FORM

A	B	C	D	E	F	G	
1	A. ROADWAY/DRAINAGE ITEMS						
2	No.	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
3	1	102-104	TEMPORARY SIGNALIZATION AND MAINTENANCE OF INTERSECTION	ED	2066	\$35.00	\$ 72,310.00
4	2	102-107-1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE OF INTERSECTION	ED	3099	\$28.00	\$ 86,772.00
5	3	104-10-3	SEDIMENT BARRIER	LF	33906	\$2.50	\$ 84,765.00
6	4	104-18	INLET PROTECTION SYSTEM	EA	15	\$91.00	\$ 1,365.00
7	5	107-1	LITTER REMOVAL	AC	558.30	\$50.00	\$ 27,914.99
8	6	107-2	MOWING	AC	558.30	\$135.00	\$ 75,370.46
9	7	109-71	FIELD OFFICE	ED	1032	\$150.00	\$ 154,800.00
10	8	110-1-1	CLEARING & GRUBBING	AC	68.46	\$15,000.00	\$ 1,026,930.00
11	9	110-4-10	REMOVAL OF EXISTING CONCRETE	SY	1779	\$16.40	\$ 29,175.60
12	10	110-7-1	MAILBOX, F&I SINGLE	EA	15	\$960.00	\$ 14,400.00
13	11	120-1	REGULAR EXCAVATION	CY	173867.0	\$4.00	\$ 695,548.00
14	12	120-4	SUBSOIL EXCAVATION	CY	27988.0	\$10.00	\$ 279,880.00
15	13	120-6	EMBANKMENT	CY	230320.0	\$6.50	\$ 1,497,080.00
16	14	160-4	TYPE B STABILIZATION	SY	94648	\$13.50	\$ 1,277,748.00
17	15	285-701	OPTIONAL BASE, BASE GROUP 1	SY	1109	\$54.00	\$ 59,886.00
18	16	285-702	OPTIONAL BASE, BASE GROUP 2	SY	735	\$40.00	\$ 29,400.00
19	17	285-703	OPTIONAL BASE, BASE GROUP 3	SY	334	\$30.00	\$ 10,020.00
20	18	285-705	OPTIONAL BASE, BASE GROUP 05	SY	10845	\$22.00	\$ 239,180.00
21	18	285-710	OPTIONAL BASE, BASE GROUP 10	SY	167	\$61.50	\$ 10,270.50
22	18	285-711	OPTIONAL BASE, BASE GROUP 11	SY	78134	\$25.00	\$ 1,953,350.00
23	20	327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	1110	\$5.00	\$ 5,550.00
24	21	327-70-5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY	887	\$6.50	\$ 5,765.50
25	22	327-70-8	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	17365	\$4.10	\$ 71,196.50
26	23	334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	15114.0	\$178.00	\$ 2,690,292.00
27	24	337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-8.5, PG 78-22	TN	4310.0	\$240.00	\$ 1,034,400.00
28	25	337-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 78-22	TN	1561.0	\$235.00	\$ 367,046.50
29	26	339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	200.0	\$350.00	\$ 70,000.00
30	27	350-3-7	PLAIN CEMENT CONCRETE PAVEMENT 9"	SY	764	\$145.00	\$ 110,780.00
31	28	400-0-11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011	CY	28.2	\$900.00	\$ 25,380.00
32	29	425-1-311	INLETS, CURB, TYPE P-1, <10'	EA	3	\$8,600.00	\$ 25,800.00
33	30	425-1-321	INLETS, CURB, TYPE P-2, <10'	EA	3	\$8,500.00	\$ 25,500.00
34	31	425-1-351	INLETS, CURB, TYPE P-5, <10'	EA	62	\$7,600.00	\$ 471,200.00
35	32	425-1-352	INLETS, CURB, TYPE P-5, >10'	EA	1	\$9,700.00	\$ 9,700.00
36	33	425-1-355	INLETS, CURB, TYPE P-5 PARTIAL, <10'	EA	1	\$6,500.00	\$ 6,500.00
37	34	425-1-361	INLETS, CURB, TYPE P-8, <10'	EA	12	\$8,000.00	\$ 96,000.00
38	35	425-1-451	INLETS, CURB, TYPE J-5, <10'	EA	2	\$14,300.00	\$ 28,600.00
39	36	425-1-452	INLETS, CURB, TYPE J-5, >10'	EA	3	\$15,100.00	\$ 45,300.00
40	37	425-1-461	INLETS, CURB, TYPE J-6, <10'	EA	1	\$11,600.00	\$ 11,600.00
41	38	425-1-462	INLETS, CURB, TYPE J-6, >10'	EA	2	\$17,100.00	\$ 34,200.00
42	39	425-1-481	INLETS, CURB, TYPE P-8, <10'	EA	5	\$6,800.00	\$ 34,000.00
43	40	425-1-521	INLETS, DT BOT, TYPE C, <10'	EA	6	\$5,800.00	\$ 34,800.00
44	41	425-1-520	INLETS, DT BOT, TYPE C MODIFY, <10'	EA	1	\$8,500.00	\$ 8,500.00
45	42	425-1-549	INLETS, DT BOT, TYPE D MODIFY, <10'	EA	2	\$13,300.00	\$ 26,600.00
46	43	425-1-711	INLETS, GUTTER, TYPE V, <10'	EA	1	\$5,700.00	\$ 5,700.00
47	44	425-2-41	MANHOLES, P-7, <10'	EA	3	\$6,100.00	\$ 18,300.00
48	45	425-2-61	MANHOLES, P-8, <10'	EA	2	\$5,500.00	\$ 11,000.00
49	46	425-2-71	MANHOLES, J-7, <10'	EA	2	\$7,200.00	\$ 14,400.00
50	47	425-2-92	MANHOLES, J-8, >10'	EA	4	\$11,800.00	\$ 47,800.00
51	48	430-174-11	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	177	\$106.00	\$ 18,762.00
52	49	430-174-12	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD	LF	21	\$198.00	\$ 4,158.00
53	50	430-174-21	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18" SD	LF	37	\$148.00	\$ 5,476.00
54	51	430-175-11	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	7087	\$100.00	\$ 708,700.00
55	52	430-175-12	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	1601	\$118.00	\$ 212,518.00
56	53	430-175-13	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30" S/CD	LF	2938	\$151.00	\$ 443,698.00
57	54	430-175-13	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36" S/CD	LF	1163	\$227.00	\$ 264,001.00
58	55	430-175-14	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42" S/CD	LF	907	\$330.00	\$ 299,310.00
59	56	430-175-14	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 48" S/CD	LF	45	\$526.00	\$ 23,670.00
60	57	430-175-15	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 54" S/CD	LF	384	\$543.00	\$ 208,512.00
61	58	430-175-21	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18" S/CD	LF	192	\$116.00	\$ 22,272.00
62	59	430-518-100	STRAIGHT CONCRETE ENDWALLS, 18", SINGLE, 0 DEGREES, ROUND	EA	2	\$8,300.00	\$ 16,600.00
63	60	430-524-100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	EA	1	\$9,300.00	\$ 9,300.00
64	61	430-830	FILLING AND PLUGGING PIPE - PLACE OUT OF SERVICE	CY	4.5	\$1,750.00	\$ 7,875.00
65	62	430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	3	\$2,400.00	\$ 7,200.00
66	63	430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	1	\$2,700.00	\$ 2,700.00
67	64	430-982-133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	EA	10	\$5,000.00	\$ 50,000.00
68	65	430-982-136	MITERED END SECTION, OPTIONAL ROUND, 36" CD	EA	1	\$7,200.00	\$ 7,200.00
69	66	430-982-142	MITERED END SECTION, OPTIONAL ROUND, 54" CD	EA	1	\$13,800.00	\$ 13,800.00
70	67	430-982-625	MITERED END SECT, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	EA	1	\$2,500.00	\$ 2,500.00
71	68	430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	10	\$2,400.00	\$ 24,000.00
72	69	430-984-129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	2	\$2,700.00	\$ 5,400.00
73	70	430-984-625	MITERED END SECT, OPTIONAL - ELLIPTICAL / ARCH, 18" SD	EA	2	\$2,600.00	\$ 5,200.00
74	71	515-1-2	PIPE HANDRAIL-GUIDERAIL, ALUMINUM	LF	101	\$80.00	\$ 8,080.00
75	72	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	25970	\$24.00	\$ 623,280.00
76	73	520-1-7	CONCRETE CURB & GUTTER, TYPE E	LF	13998	\$23.00	\$ 321,954.00
77	74	520-3	VALLEY GUTTER CONCRETE	LF	100	\$75.00	\$ 7,500.00
78	75	520-5-11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	876	\$64.00	\$ 56,064.00
79	76	520-5-12	TRAFFIC SEPARATOR CONCRETE-TYPE I, 6' WIDE	LF	213	\$115.00	\$ 24,485.00
80	77	520-5-16	TRAFFIC SEPARATOR CONCRETE-TYPE I, 8.5' WIDE	LF	1624	\$105.00	\$ 170,520.00
81	78	620-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL-VARIABLE WIDTH	SY	15	\$140.00	\$ 2,100.00

	A	B	C	D	E	F	G
82	79	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1142	\$45.00	\$ 501,390.00
83	80	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1322	\$98.00	\$ 129,556.00
84	81	524-1-1	CONCRETE DITCH PAVT. NON REINFORCED, 3" THICK	SY	12	\$250.00	\$ 3,000.00
85	82	527-2	DETECTABLE WARNINGS	SF	442	\$60.00	\$ 26,520.00
86	83	530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	364.7	\$325.00	\$ 118,527.50
87	84	536-1-1	GUARDRAIL-ROADWAY, GENERAL TL-3	LF	5827	\$26.00	\$ 151,502.00
88	85	536-6	PIPE RAIL FOR GUARDRAIL	LF	5827	\$23.00	\$ 134,021.00
89	86	536-85-20	GUARDRAIL END TREATMENT - TRAILING ANCHORAGE	EA	14	\$1,710.00	\$ 23,940.00
90	87	536-85-24	GUARDRAIL END TREATMENT - PARALLEL APPROACH TERMINAL	EA	14	\$3,750.00	\$ 52,500.00
91	88	550-10-210	FENCING, TYPE B, 0.0-5.0', STANDARD	LF	608	\$42.80	\$ 26,022.40
92	89	550-10-220	FENCING, TYPE B, 5.1-6.0', STANDARD	LF	4871	\$21.40	\$ 104,239.40
93	90	550-60-222	FENCE GATE, TYPE B, DOUBLE, 6.1-12.0' OPENING	EA	3	\$2,360.00	\$ 7,080.00
94	91	550-60-223	FENCE GATE, TYPE B, DOUBLE, 12.1-18.0' OPENING	EA	1	\$2,460.00	\$ 2,460.00
95	92	550-60-225	FENCE GATE, TYPE B, DOUBLE, 20.1-24' OPENING	EA	4	\$3,210.00	\$ 12,840.00
96	93	550-60-226	FENCE GATE, TYPE B, DOUBLE, 24.1-30.0' OPENING	EA	1	\$4,070.00	\$ 4,070.00
97	94	550-60-227	FENCE GATE, TYPE B, DOUBLE, GREATER THAN 30' OPENING	EA	1	\$5,400.00	\$ 5,400.00
98	95	570-1-2	PERFORMANCE TURF, SOD	SY	83170	\$3.50	\$ 292,095.00
99	96	571-1-11	PLASTIC EROSION MAT, TRM, TYPE 1	SY	200	\$8.00	\$ 1,600.00
100	ROADWAY/DRAINAGE ITEMS SUBTOTAL						\$ 18,114,234.35
101	B. SIGNALIZATION ITEMS						
102	97	611-1-1	ITSFM SUBSURFACE DOCUMENTATION- PROJECT LENGTH	MI	1.551	\$4,160.00	\$ 6,452.16
103	98	611-2-1	ITSFM LOCATION DOCUMENTATION- INTERSECTION	EA	3	\$3,120.00	\$ 9,360.00
104	99	630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	11220	\$24.20	\$ 271,524.00
105	100	630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	2230	\$53.00	\$ 118,190.00
106	101	632-7-1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	3	\$23,000.00	\$ 69,000.00
107	102	632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	EA	2	\$2,630.00	\$ 5,260.00
108	103	634-4-153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	EA	1	\$16,000.00	\$ 16,000.00
109	104	635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	78	\$1,590.00	\$ 124,020.00
110	105	635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	14	\$2,560.00	\$ 35,840.00
111	106	635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	3	\$4,750.00	\$ 14,250.00
112	107	639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	3	\$6,500.00	\$ 19,500.00
113	108	639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	660	\$15.50	\$ 10,230.00
114	109	639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	5	\$2,300.00	\$ 11,500.00
115	110	641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	4	\$2,010.00	\$ 8,040.00
116	111	641-2-80	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	EA	2	\$15,000.00	\$ 30,000.00
117	112	646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	18	\$2,630.00	\$ 47,340.00
118	113	646-1-60	ALUMINUM SIGNALS POLE, REMOVE	EA	4	\$670.00	\$ 2,680.00
119	114	649-1-15	STEEL STRAIN POLE, F&I, TYPE PS- VIII	EA	4	\$73,000.00	\$ 292,000.00
120	115	649-1-65	STEEL STRAIN POLE, REMOVE, DEEP FOUNDATION REMOVAL, BOLT ON ATTACHMENT	EA	4	\$12,000.00	\$ 48,000.00
121	116	649-21-6	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 50'	EA	1	\$62,000.00	\$ 62,000.00
122	117	649-21-9	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 50'-50'	EA	1	\$111,000.00	\$ 111,000.00
123	118	649-21-10	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 60'	EA	1	\$86,000.00	\$ 86,000.00
124	119	649-21-19	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70'-60'	EA	1	\$134,000.00	\$ 134,000.00
125	120	650-1-14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	44	\$2,100.00	\$ 92,400.00
126	121	650-1-19	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION CLUSTER, 1 WAY	AS	2	\$3,950.00	\$ 7,900.00
127	122	653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL, LED COUNTDOWN, 1 WAY	AS	16	\$1,190.00	\$ 21,420.00
128	123	660-1-109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	28	\$499.00	\$ 13,972.00
129	124	660-1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	3	\$820.00	\$ 2,460.00
130	125	660-2-102	LOOP ASSEMBLY, F&I, TYPE B	EA	36	\$1,510.00	\$ 54,360.00
131	126	660-2-106	LOOP ASSEMBLY, F&I, TYPE F	EA	23	\$1,950.00	\$ 44,850.00
132	127	663-1-111	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, CABINET ELECTRONICS	EA	3	\$11,000.00	\$ 33,000.00
133	128	663-1-112	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, DETECTOR	EA	10	\$4,580.00	\$ 45,800.00
134	129	665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	18	\$570.00	\$ 10,260.00
135	130	670-5-112	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 2 PREEMPTION	AS	3	\$47,000.00	\$ 141,000.00
136	131	670-5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	2	\$2,040.00	\$ 4,080.00
137	132	682-1-400	ITS CCTV CAMERA, RELOCATE	EA	1	\$3,400.00	\$ 3,400.00
138	133	684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	3	\$5,700.00	\$ 17,100.00
139	134	684-6-40	WIRELESS COMMUNICATION DEVICE, RELOCATE	EA	1	\$4,400.00	\$ 4,400.00
140	135	685-1-13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	3	\$15,000.00	\$ 45,000.00
141	136	700-3-101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA	2	\$1,360.00	\$ 2,720.00
142	137	700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	11	\$7,000.00	\$ 77,000.00
143	SIGNALIZATION ITEMS SUBTOTAL						\$ 2,173,708.16
144	C. SIGNING AND PAVEMENT MARKING ITEMS						
145	138	700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	53	\$640.00	\$ 33,920.00
146	139	700-1-112	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 12.0-20.0 SF	EA	8	\$2,140.00	\$ 17,120.00
147	140	700-1-600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	EA	10	\$268.00	\$ 2,680.00
148	141	700-2-113	MULTI-COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 20.1-30.0 SF	EA	1	\$7,500.00	\$ 7,500.00
149	142	700-2-114	MULTI-COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 30.1-50.0 SF	EA	2	\$8,000.00	\$ 16,000.00
150	143	700-13-12	RETROREFLECTIVE SIGN STRIP-FURNISH AND INSTALL 2'	EA	10	\$145.00	\$ 1,450.00
151	144	704-1-3	TUBULAR MARKER, 36" WHITE POST	EA	2	\$214.00	\$ 428.00
152	145	704-1-4	TUBULAR MARKER, DURABLE, 36" YELLOW POST	EA	15	\$214.00	\$ 3,210.00
153	146	705-10-1	OBJECT MARKER, TYPE 1	EA	13	\$295.00	\$ 3,835.00
154	147	706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	1531	\$4.40	\$ 6,736.40
155	148	710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$53,000.00	\$ 53,000.00
156	149	710-11-290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	246	\$3.85	\$ 947.10
157	150	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	2662	\$4.10	\$ 10,914.20
158	151	711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	1347	\$5.60	\$ 7,543.20
159	152	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	488	\$8.20	\$ 4,001.60
160	153	711-11-141	THERMO., STD., WHITE, DOTTED EXT., 6" (2/4)	GM	0.396	\$2,220.00	\$ 879.12
161	154	711-11-141	THERMO., STD., WHITE, DOTTED EXT., 6" (6/10)	GM	0.188	\$2,150.00	\$ 404.20
162	155	711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	12	\$257.00	\$ 3,084.00

A	B	C	D	E	F	G	
163	156	711-11-170 THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	87	\$80.00	\$ 6,960.00	
164	157	711-11-224 THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRONS	LF	757	\$5.80	\$ 4,238.20	
165	158	711-11-241 THERMO., STD., YELLOW, GUIDE LINE, 6" (2/4)	GM	0.083	\$2,170.00	\$ 180.11	
166	159	711-11-241 THERMO., STD., YELLOW, GUIDE LINE, 6" (5/10)	GM	0.076	\$2,070.00	\$ 157.32	
167	160	711-14-125 THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	1654	\$18.20	\$ 30,102.80	
168	161	711-14-160 THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	23	\$193.00	\$ 4,439.00	
169	162	711-14-170 THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	23	\$118.00	\$ 2,714.00	
170	163	711-15-101 THERMOPLASTIC, STANDARD - OPEN GRADED ASPHALT SURFACES, WHITE, SOLID, 6"	GM	6.725	\$5,790.00	\$ 38,332.50	
171	164	711-15-102 THERMOPLASTIC, STANDARD - OPEN GRADED ASPHALT SURFACES, WHITE, SOLID, 8"	GM	0.526	\$7,800.00	\$ 4,102.80	
172	165	711-15-131 THERMO., STD. - OG, WHITE, SKIP, 6" (10/30)	GM	3.843	\$1,710.00	\$ 6,571.53	
173	166	711-15-201 THERMOPLASTIC, STANDARD - OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	5.694	\$5,700.00	\$ 32,455.80	
174	167	711-17-1 THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS-SURFACE TO REMAIN	SF	411	\$6.40	\$ 2,630.40	
175	SIGNING AND PAVEMENT MARKING ITEMS SUBTOTAL					\$	308,538.28
176	D. LIGHTING ITEMS						
177	168	630-2-11 CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	1485	\$23.40	\$ 34,749.00	
178	169	630-2-12 CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	255	\$53.00	\$ 13,515.00	
179	170	635-2-11 PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	31	\$1,590.00	\$ 49,280.00	
180	171	639-3-11 ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	2	\$2,300.00	\$ 4,600.00	
181	172	715-1-12 LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	LF	13360	\$5.60	\$ 74,816.00	
182	173	715-7-11 LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	2	\$18,000.00	\$ 36,000.00	
183	174	715-7-21 LOAD CENTER, REWORK, SECONDARY VOLTAGE	EA	1	\$4,260.00	\$ 4,260.00	
184	175	715-11-211 LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, COBRA HEAD	EA	3	\$1,740.00	\$ 5,220.00	
185	176	715-61-342 LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 12' ARM	EA	11	\$14,000.00	\$ 154,000.00	
186	177	715-61-352 LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 15' ARM LENGTH	EA	7	\$12,000.00	\$ 84,000.00	
187	178	715-65-366 LIGHT POLE COMPLETE, F&I, UTILITY CONFLICT POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 16' ARM L	EA	2	\$16,000.00	\$ 32,000.00	
188	179	715-69-000 LIGHT POLE COMPLETE, REMOVE POLE AND FOUNDATION	EA	4	\$1,450.00	\$ 5,800.00	
189	180	715-500-1 POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL	EA	20	\$950.00	\$ 19,000.00	
190	181	POWER SERVICE FOR LIGHTING AND SIGNALS	PI	2	\$7,800.00	\$ 15,200.00	
191	LIGHTING ITEMS SUBTOTAL					\$	532,450.00
192	E. STRUCTURAL ITEMS						
193	182	400-4-11 CONCRETE CLASS IV, RETAINING WALL	CY	130.4	\$1,800.00	\$ 234,720.00	
194	183	415-1-3 REINFORCING STEEL - RETAINING WALL	LB	17695	\$1.25	\$ 22,118.75	
195	184	400-2-1 CONCRETE CLASS II, CULVERTS	CY	174.0	\$1,500.00	\$ 261,000.00	
196	185	400-4-1 CONCRETE CLASS IV, CULVERTS	CY	894.4	\$1,300.00	\$ 1,162,720.00	
197	186	415-1-6 REINFORCED STEEL-MISCELLANEOUS	LB	157469	\$1.25	\$ 196,836.25	
198	187	521-8-7 CONCRETE BARRIER WITH JUNCTION SLAB, 36" SINGLE SLOPE	LF	252	\$375.00	\$ 94,500.00	
199	188	550-10-325 FENCING, TYPE R, 5.1-6.0', VERTICAL	LF	249	\$85.00	\$ 21,165.00	
200	STRUCTURAL ITEMS SUBTOTAL					\$	1,993,060.00
201	F. WATER MAIN ITEMS						
202	189	570-1-2 SOD REPLACEMENT/ LANDSCAPING	SY	40	\$15.00	\$ 600.00	
203	190	1080 32108 BACTERIOLOGICAL SAMPLING	LS	1	\$28,000.00	\$ 28,000.00	
204	191	0430964 6 F&I 8-IN PVC VIA OPEN CUT (INCLUDING FITTINGS, APPURTENANCES, ETC.)	LF	700	\$55.00	\$ 38,500.00	
205	192	0430964 7 F&I 8-IN PVC VIA OPEN CUT (INCLUDING FITTINGS, APPURTENANCES, ETC.)	LF	1900	\$66.00	\$ 125,400.00	
206	193	1080 21106 FURNISH AND INSTALL 6-IN GATE VALVE	EA	4	\$2,300.00	\$ 9,200.00	
207	194	1080 21108 FURNISH AND INSTALL 8-IN GATE VALVE	EA	8	\$3,500.00	\$ 28,000.00	
208	195	1080 26102 FURNISH AND INSTALL 2-IN AIR RELEASE VALVE	EA	5	\$11,200.00	\$ 56,000.00	
209	196	1080 21400 RELOCATE EXISTING METER AND BACKFLOW ASSEMBLY	EA	1	\$5,200.00	\$ 5,200.00	
210	197	1050 15004 CONNECT TO EXISTING 8-IN HDPE WATER MAIN	LS	1	\$7,500.00	\$ 7,500.00	
211	198	1844112 06 FURNISH AND INSTALL FIRE GYDRANT ASSEMBLY	EA	1	\$7,500.00	\$ 7,500.00	
212	199	1080 27108 CONNECTION AND LINSTOP VIA INTERVALVE	EA	3	\$33,000.00	\$ 99,000.00	
213	200	1080 11212 CONCRETE THRUS COLLARS	EA	3	\$3,500.00	\$ 10,500.00	
214	201	1050 18004 REMOVAL OF EXISTING 8-IN HDPE WATER MAIN	LF	850	\$33.00	\$ 28,050.00	
215	WATER MAIN ITEMS SUBTOTAL					\$	444,450.00
216	COMBINED ROADWAY/DRAINAGE, SIGNALIZATION, S&PM, LIGHTING, STRUCTURAL, WATER MAIN SUBTOTAL					\$	23,564,440.79
217	202	101-1 MOBILIZATION	LS	1	\$3,299,000.00	\$ 3,299,000.00	
218	203	102-1 MAINTENANCE OF TRAFFIC	LS	1	\$1,910,000.00	\$ 1,910,000.00	
219	ROADWAY CONTINGENCY					\$	4,500,000.00
220	(BASE BID) TOTAL					\$	33,273,440.79

CONTRACTOR'S LICENSE NUMBER (Copy of License Attached)

CUC051665
CGC1522682

State Certification Number

21130

Polk County Registration Number

175296

Polk County Local Business Tax Receipt

James Brower Davis Jr.
Craig Conley Harris

Individual's Name (Print or Type)

James Brower Davis Jr.

Individual's Name (Print or Type)

ADDENDUM CONFIRMATION

Bidder shall acknowledge below that they obtained any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. 1

Date 12/03/2025

Addendum No. 4 Date 01/27/2026

Addendum No. 2

Date 01/09/2026

Addendum No. 5 Date 02/11/2026

Addendum No. 3

Date 01/16/2026

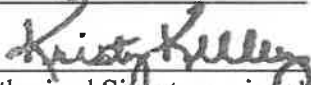
Addendum No. 6 Date 02/20/2026

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 03/04/2026

(Bid Receiving Date)

BIDDER: Jr. Davis Construction Co., Inc.

BY: 
(Authorized Signature – in ink)

Kristy Kelley
(Printed Name of Signer)

Secretary
(Printed Title of Signer)

210 Hangar Road Kissimmee FL 34741
Address City State Zip Code

(407) 870-0066
Telephone Number

kristy.kelley@jr-davis.com
Email Address

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

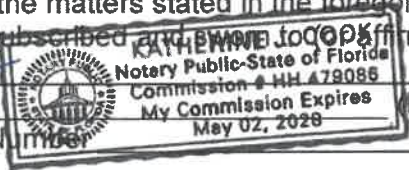
STATE OF Florida County OF Osceola

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 03/04/2026 (Date) by Kristy Kelley (Name of officer or agent) as Secretary (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 N/A 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 03/04/2026 (Date)

Kristy Kelley _____
(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 _____

December 3, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 1
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1**

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.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.


The **MANDATORY** pre-bid meeting has been rescheduled and will be held Monday, January 12, 2026, at 9:00 a.m. in the Roads and Drainage conference room, located at 3000 Sheffield Road, Winter Haven, FL 33880. An authorized representative or agent of the Bidder must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's bid will be considered non-responsive

Respectfully,

Ken Brush

Ken Brush
Procurement Contracts Manager
Procurement Division

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

Signature 
Printed Name: Kristy Kelley
Title: Secretary
Company: Jr. Davis Construction Co., Inc

January 9, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM # 2

**BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01**

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.

The Bid Receiving Date has been extended two (2) weeks. The revised Bid Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m. The Question Deadline is extended to January 21, 2026, at 4:00 p.m.

Additional documents have been added to the FTP site. To obtain a copy of the CAD Files, Geotechnical Reports, copy of the grant agreement, and Water Main Specifications 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 25-420, Thompson Nursery Road.zip", select "Open" or "Save As" to download the Bid documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Respectfully,

Ken Brush

Ken Brush
Procurement Contracts Manager
Procurement Division

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

Signature



Printed Name: Kristy Kelley

Title: Secretary

Company: Jr. Davis Construction Co., Inc.

January 16, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 3
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1**

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

Contained within this addendum: This addendum serves as formal notification that administrative responsibility for this solicitation has been reassigned.


From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature:



Printed Name:

Kristy Kelley

Title:

Secretary

Company:

Jr. Davis Construction Co., Inc.

January 27, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM # 4

**BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01**

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: Bid Receiving Date Extension.

The Bid Receiving Date has been extended two (2) weeks. The revised Bid Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

Respectfully,

Tabatha Shirah
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: Kristy Kelley

Title: Secretary

Company: Jr, Davis Construction Co., Inc.

February 11, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 5
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01**

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 & answers, revision, revised bid sheet & plans on the FTP Site and Bid Receiving Date Extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, February 25, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

To obtain a copy of the revised bid sheet and plans 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 25-420, Thompson Nursey Road**", select "Open" or "Save As" to download the documents from folder "**Bid 25-420, Addendum 5 Documents.**" If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Respectfully,

Tabatha Shirah
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:

Kristy Kelley

Title:

Secretary

Company:

Jr. Davis Construction Co., Inc.

February 20, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM # 6

**BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01**

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 & Answers and bid opening extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, March 4, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

Respectfully,

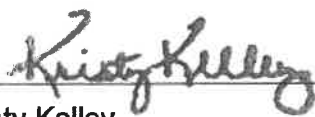
Tabatha Shirah

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:



Kristy Kelley

Title:

Secretary

Company:

Jr. Davis Construction Co., Inc.



BID BOND
(AIA DOCUMENT A310)

PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jr. Davis Construction Company, Inc. (hereinafter called the Principal) and Western Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of South Dakota, and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of Five Percent of the Bid Amount dollars (\$ 5% of Bid) 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 #25-420: Thompson Nursery Road Extension Phase 1 – Segment 1

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 Performance and Payment 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 4th day of March 2026.

ATTEST:

Angela M. Rosario
 Witness

Maria Fujill
 Witness

PRINCIPAL: Jr. Davis Construction Company, Inc.

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

Wesley Kelley
 Printed Name

Secretary
 Title of Person Signing Above

ATTEST:

[Signature]
 Witness

Erin Condlin, Witness

Kanani Cordero
 Witness

Kanani Cordero, Witness

SURETY: Western Surety Company
Printed Name

BY: [Signature] (SEAL)
 Attorney in Fact

Brett A. Ragland, Attorney-in-Fact & FL Licensed Resident Agent
Printed Name

151 N. Franklin Street, Chicago, IL 60606
Business Address

Agent: 801 N. Orange Avenue, Suite 510
Orlando, FL 32801 Inquiries: 407-843-1120

- 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.
 3. 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.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

BRETT A. RAGLAND

License Number E030595

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE:

General Lines (Prop & Casu)

Life, Health & Var Annuity



**RESIDENT
LICENSE**

**This Licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.
The Florida Community College System is Experior's subcontractor for providing test centers for the fulfillment of its contract with the Florida Department of Financial Services.**

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph D Johnson Jr, Francis T O'Reardon, Brett A Ragland, Joseph D Johnson III, Kanani Cordero, Tyler Ragland, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

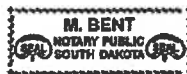
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of March, 2026



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS

County of Osceola)

Kristy Kelley, being first duly sworn, deposes and says that:

1. They are Secretary of Jr. Davis Construction Co., Inc., 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 the 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.

Signed Kristy Kelley

Title Secretary

Subscribed and sworn to before me this 4th day of March, 20 26

Project Administrator [Signature]
(Title)

My Commission expires _____



EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 25-420

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid #25-420.
- Understands that at the pre-award meeting 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.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting 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 4th day of March, 20 26

Name of Firm Jr. Davis Construction Co., Inc.

By



Kristy Kelley

Secretary

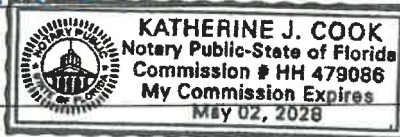
Title of Person Signing

Subscribed and sworn to before me this 4th day of March, 20 26

Project Administrator Kane

(Title)

My Commission expires



For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser's Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser's Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 175296

CLASS: B+ EXEMPT

EXPIRES:

09/30/2026

OWNER NAME

LOCATION

JAMES B JR DAVIS

POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS

CODE

ACTIVITY TYPE

DAVIS, JR CONSTRUCTION COMPANY INC
JR DAVIS CONSTRUCTION COMPANY INC
210 HANGAR RD
KISSIMMEE, FL 34741

230290

CONTRACTOR UNDERGROUND UTILEXC

PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR CUC051665

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
DISPLAYED AT THE BUSINESS LOCATION

PAID - 3415614 07/14/2025 MSF

TAX 0.00

DAVIS, JR CONSTRUCTION COMPANY INC



NOTE: Failure to timely renew or those who are no longer in business and fail to provide an out of business notification on or before September 30th are subject to a misdemeanor violation of the law, substantial penalties, collection costs, including possible attorney's fees, etc., and a Special Magistrate hearing.

ATTENTION: A Polk County local business tax receipt is issued for the simple privilege of doing business in Polk County. A local business tax receipt does not convey that a business tax receipt holder is in any other way qualified, registered, certified, or licensed to engage in a specific trade, activity, practice or profession. Before doing business, individuals or firms should know the law pertaining to their business activities. For more information on what is allowed under the law for a given business activity, contact the appropriate governing agencies. For example, those involved in construction related activities should contact their local building officials prior to conducting their work.

REPORT UNLAWFUL ACTIVITY: If you know of a business operating in Polk County that has failed to obtain a county local business tax receipt, please report this unlawful activity. Provide as much information as possible, such as the name of the business, business owner's name, location at which the business is operating, telephone number(s), etc. **YOU MAY CHOOSE TO REMAIN ANONYMOUS** Dial Toll Free Tel. 866-687-8876; Email to: Enforcement@PolkTaxes.com; Mail to: Enforcement, PO Box 2016, Bartow, Florida 33831-2016.

MUNICIPAL LOCAL BUSINESS TAXES ARE ALSO DUE: If your business is located in a municipality that also requires a local business tax receipt, you are required to obtain both the county local business tax receipt and the municipal local business tax receipt. County and municipal local business tax receipt requirements may be significantly different. For more information on municipal local business tax receipt requirements, please contact your municipality.

DISPLAY THIS TAX RECEIPT PROMINANTLY: The law requires this county local business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to public view and subject to inspection by all duly authorized officers/agents of the Tax Collector. Upon failure to do so, the taxpayer shall be subject to the payment of another county local business tax receipt.

RENEW THIS TAX RECEIPT BEFORE IT EXPIRES: This is your first or "initial" notice that your county local business tax receipt must be renewed prior to the expiration date indicated on the face of this document.

DISCLOSURE REQUIREMENT; INFORMATION: Pursuant to F.S. 205.0535 (5), the receipt holder's Federal Employee Identification Number or Social Security Number is not subject to a public records request. Pursuant to F.S. 193.074, business telephone numbers and email addresses are confidential unless made public by the receipt holder.

SWORN STATEMENT REMINDER: The county local business tax receipt holder identified on the face of this document has completed a sworn statement affirming they did read, understand and acknowledge the following: ① They completed an annual county local business tax receipt application in which they, under penalties of perjury, did swear or affirm the information provided to obtain this tax receipt is current, true and correct; ② The privilege to conduct business in Polk County, Florida is limited to the activities, professions and/or occupations identified on the application (and this tax receipt); ③ A county local tax receipt does not waive local, state or federal laws and/or requirements, including licensing, registration, and/or certification requirements; ④ They must adhere to all local, state and federal laws and requirements, including but not limited to, local codes and zoning restrictions; ⑤ An FEIN or Social Security Number is required pursuant to F.S. 205.0535 (5); ⑥ They will only do business under their legal name or have provided a fictitious name registration number to the Tax Collector or provided they will not engage in business until a fictitious name registration number is obtained from the Florida Department of State, Division of Corporations; ⑦ Tangible Personal Property information including the telephone number and email address which are provided in this application are a part of the Property Appraiser's tangible personal property tax return; ⑧ They are required to report changes in business name, ownership and/or location, as well as any changes affecting their status as a county local business tax receipt holder, to the Tax Collector; and ⑨ They know providing false information to obtain this tax receipt is a criminal offense subject to prosecution.

REPORT CHANGES: The holder of this county local business tax receipt is required to report a change in the following: Business name, ownership, business location, mailing address, business activity and any information that would alter the status of the current tax receipt, such as the loss of a state license or a change in the state license used to qualify for the business activity and/or occupation identified on the current county local business tax receipt.

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



HARRIS, CRAIG CONLEY

JR. DAVIS CONSTRUCTION COMPANY, INC.
210 HANGAR ROAD
KISSIMMEE FL 34741

LICENSE NUMBER: CGC1522682

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 07/19/2024

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.

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



DAVIS, JAMES BROWER JR
JR DAVIS CONSTRUCTION COMPANY INC
210 HANGAR ROAD
KISSIMMEE FL 34741

LICENSE NUMBER: CUC051665

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/26/2024

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.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2025

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	CONTACT NAME: Erin Condlin PHONE (A/C No. Ext): (407) 843-1120 E-MAIL ADDRESS: econdlin@johnsonandcompany.net	FAX (A/C No.): (407) 843-5772
	INSURER(S) AFFORDING COVERAGE	
INSURED Jr. Davis Construction Company, Inc. 210 Hangar Road Kissimmee FL 34741-4534	INSURER A: Travelers Prop Casualty Co of America NAIC # 25674	
	INSURER B: Bridgefield Casualty Ins Co 10335	
	INSURER C: Travelers Excess and Surplus Lines Co 29696	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CL2561918067 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU & Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	VTC2J-CO-4R630909-TIL-25	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OPAGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	Y	VTC2J-CAP-4R630910-TIL-25	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Personal Injury Protection \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		CUP-4R630934-TIL-24 -25	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	196-42625	04/01/2025	04/01/2026	<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
C	Leased/Rented Equipment			QT-630-7W503974-TXS-25	07/01/2025	07/01/2026	Limit per item \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 See "Jr. Davis Construction Company, Inc. Certificate Attachment".

Jr. Davis Construction Company, Inc. Certificate Attachment

Coverage Form
 General Liability coverage form CG0001 applies.

CERTIFICATE HOLDER "Bid Purposes Only" Jr Davis Construction Company, Inc. 210 Hangar RD Kissimmee, FL 34741	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Johnson, III/ERIN 

© 1988-2014 ACORD CORPORATION. All rights reserved.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 28, 2025

JR. DAVIS CONSTRUCTION CO., INC.
210 HANGAR ROAD
KISSIMMEE, FLORIDA 34741

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

BASCULE BRIDGE REHABILITATION, BRIDGE DECK OVERLAYS, DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, DRIVEWAYS, MILLING, RETAINING WALL, RIP RAP, RUBBLE RIP RAP, SOUNDWALL, UNDERGROUND UTILITIES

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTHI

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

January 24, 2025

CHINCHOR ELECTRIC INC.
1460 S. LEAVITT AVE.
ORANGE CITY, FLORIDA 32763

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, INTELLIGENT TRANSPORTATION SYSTEMS, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, Drilled Shafts, Underground Utilities (electric).

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive style with a large, stylized "A" at the end.

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 11, 2025

FAUSNIGHT STRIPE AND LINE, INC.
910 CHARLES STREET
LONGWOOD, FLORIDA 32750

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
PAVEMENT MARKING, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire **11/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive style with a large, stylized "A" at the end.

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

J'TII



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 06, 2025

SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC
1818 S AUSTRALIAN AVE
WEST PALM BEACH, FLORIDA 33409

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
FENCING, GUARDRAIL

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive style with a large, stylized "A" at the end.

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov



Contractor Pre-Qualification (CPQ)



Annual Application

(Vendor) Stakeholders Affiliates Work Classes Financial Contracts Manage
 (Attach Financial Statements Additional Documentation Submit Application Summary)

[Logout](#) KKELLEY@JR-DAVIS.COM

[Home](#) [Update Work Underway](#) [Help](#)

4/18/2024 1:55:28 PM EST

Vendor Number: F592571763005
Application Status: COMPLETED
Expiration Date: 6/30/2025

Name: JR. DAVIS CONSTRUCTION CO., INC.
Fiscal Year End Date: 12/31/2023

Application Due Date: 4/30/2024

NOTE: The Capacity shown below will not be effective until 06/30/2024

NOTE: The Capacity shown below will be reduced by your Work Underway to determine your Available Bidding Capacity.

Adjusted Current Ratio:	1.69	Surety Multiplier:	0
Ability Score:	98		
Ability Factor:	15		

PROJECTS APPLICANT COMPANY COI

ED IN THE LAST 3-5 YEARS

Year	Contract Amount	Job #	Job Name	Location	Owner Name	Contact Name	Phone #	Email
2025	\$ 5,194,621.59	2218	Hills ofMimicoela PH 5A	Lake County	Jen Florida 30 LLC	Dan Edwards	813-484-7665	dcedwards@sunlustracommunities.com
2025	\$ 5,237,258.73	2215	Aflin Cove Y2 N3 Mass Grade & Storm	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	maryellen.mckibben@viera.com
2025	\$ 1,279,669.86	2210	Greenway MUP Utilities	Orange County	Greenway Park DRI, LLC	Brent Schadenman	407-462-6117	brent.schadenman@vavistock.com
2025	\$ 1,848,527.47	2209	Farallon Fields V2 N9 Infrastructure	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	maryellen.mckibben@viera.com
2025	\$ 9,995,206.25	2206	Laurate Park N2PH2 & Centerline Dr. Seg. H-1	Orange County	TDCP, LLC	Hudson Larson	689-348-0677	hudson.larson@vavistock.com
2025	\$ 41,578,686.00	2205	Universal P962 Final (Epic Universe) "Final Package"	Orange County	Universal Studios	John Dechnick	407-316-5929	john.dechnick@universalstudios.com
2025	\$ 369,321.71	2203	Harmony Central Amenity	Osceola County	Waynesboro Harmony, LLC	Chris Gardner	321-228-7825	chrisc@condenvil.com
2025	\$ 2,334,394.32	2202	Parcel 10 Infa LNC 046-019 & Gatehouse LNC 047-007	Orange County	Lake Nona Land Company, LLC	David Beyer	407-313-8233	david.beyer@vavistock.com
2025	\$ 5,276,962.14	2201	Wynwood PH 3 & 4	Orange County	JTD Land at Wynwood, LLC	Phil Harmann	407-861-4354	phil.harmann@jtdlandco.com
2025	\$ 459,205.00	2195	Sugrleaf Pod8 GMT - Utilities	Lake County	Lennar Homes, LLC Palm Atlantic	Matt Cuerni	813-802-8840	mattcuerni@lennarhomes.com
2025	\$ 577,081.80	2194	Kindred PH5 Demolishing	Osceola County	DR Horton	Sandra Perez	407-286-8236	superez1@drhorton.com
2025	\$ 3,696,832.93	2193	Westview Pod A PH3, PH1A, PH3 Amenity	Polk County	LT Westview, LLC c/o Taylor Morrison	Patrick Wood	321-214-1037	patrick.wood@taylor-morrison.com
2025	\$ 4,963,157.25	2192	Palm Vista Medley PH 4	Brevard County	Lennar Homes, LLC Palm Atlantic	Bojana Brown	303-829-0800	bojana.brown@lennar.com
2025	\$ 3,877,199.20	2190	Voyager Ave Bridge	Osceola County	Tavistock East Services, Inc.	Brad Kesselman	407-313-8233	brad.kesselman@tavistock.com
2025	\$ 4,874,967.35	2189	Lake Nona West Retail MGLNS 185-001	Orange County	Lake Nona Land Company, LLC	Dan Young	407-313-8233	dan_young@vavistock.com
2025	\$ 3,548,044.01	2187	Nona West Townhomes	Orange County	JTD Land at Nona West LLC	Craig Harris	407-590-0146	charis@jtdlandco.com
2025	\$ 11,227,553.52	2186	Westlyn Park & Marina Landings	Osceola County	Tavistock East Services, Inc.	Brad Kesselman	407-313-8233	brad.kesselman@tavistock.com
2025	\$ 6,255,272.01	2184	Reunion Club (Reunion Crossing)	Osceola County	DHI Communities	Jonathan Geiger	407-795-8770	jgeiger@drhorton.com
2025	\$ 7,154,678.42	2180	Landings at Viera	Brevard County	Pineda Landings, LP	Clms Gardner	321-228-7825	clms@condenvil.com
2025	\$ 70,703,703.96	2177	Westview Pod B MG, Spine Rd & N-5 PHI	Osceola County	LT Westview, LLC c/o Taylor Morrison	Patrick Wood	321-214-1037	patrick.wood@taylor-morrison.com
2025	\$ 7,263,630.16	2174	Nona West Multi-family	Orange County	DHI Communities	Jonathan Geiger	407-795-8770	jgeiger@drhorton.com
2025	\$ 19,193,962.72	2173	Farallon Fields Y2 N9 MG & Storm	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	maryellen.mckibben@viera.com
2025	\$ 8,695,881.60	2169	Lakeshore at Center Pointe	Seminole County	CPointe Development	Scott Stearns	407-767-4027	ssstearns@oneshometusa.com
2025	\$ 16,011,039.52	2167	Falcon Trace II Apartments	Osceola County	Parramore DVI/P & Construction	Chase Bumgarner	407-777-2323	cbumgarner@bireltaglobal.com
2025	\$ 23,066,200.11	2161	FDOT T5777 Galaxy Way	Brevard County	FDOT, District 5	Ty Garner		
2025	\$ 18,892,071.52	2159	Palm Vista NE Quad Mass Grade & Offsite Water	Brevard County	Lennar Homes, LLC Palm Atlantic	Bojana Brown	561-691-5327	bojana.brown@lennar.com
2025	\$ 1,152,123.00	2158	Hickory Tree Road Improvements	Osceola County	Narcoossee Land Ventures, LLC	Scott Stearns	407-562-8661	ssstearns@oneshometusa.com
2025	\$ 8,686,568.28	2153	CR 543 & Porter Road & Water Force Main	Orange County	Hamlin Partners at Silverleaf, LLC	Dermis Seliga	407-353-5141	dseliga@bovdev.com
2025	\$ 3,191,965.14	2148	Twin Lakes Ph 7 A & B	Osceola County	Narcoossee Land Ventures, LLC	Scott Stearns	407-562-8661	ssstearns@oneshometusa.com
2025	\$ 7,343,247.87	2143	Hickory Tree Reserve	Osceola County	Stella Communities	Alex DeChabert	321-806-9467	alexdechabert@livesitellar.com
2025	\$ 1,243,083.38	2141	Pangea Amenity Center	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	maryellen.mckibben@viera.com
2025	\$ 9,824,053.04	2140	Nona West Infrastructure	Orange County	DHI Communities	Jonathan Geiger	407-795-8770	jgeiger@drhorton.com
2025	\$ 7,297,398.28	2131	Westlyn Park PH 3	Osceola County	Tavistock East Services, LLC	Chris Wilson	407-466-4570	cwilson@tavistock.com
2025	\$ 19,469,933.51	2121	Kindred PH 3B, 3C & 3D	Osceola County	D.R. Horton, Inc.	Matt Stoliz	407-912-5000	mstoliz@drhorton.com
2025	\$ 9,265,265.88	2119	SIF Block I Development Northfield	Brevard County	Randal Park CDD	Timothy Kehoe	321-267-8100	tkehoe@tushinc.com
2025	\$ 9,486,059.90	2112	Boggy Creek Rd (Orange/Osceola Line)	Orange County	Hamlin Partners at Silverleaf, LLC	Kenneth Leeming	407-836-7713	kenneth.leeming@ocfl.net
2025	\$ 13,008,226.18	2108	Silverleaf South Escrow & Non Escrow	Orange County	Universal City Development Partners, Ltd.	Carson Kupp	407-579-6842	ckupp@bovdev.com
2025	\$ 6,768,128.15	2091	Watermark Subdivision	Brevard County	Stanley Martin Homes, LLC	Craig Harris	407-590-0146	craig@jtdlandco.com
2025	\$ 130,463,803.62	2012	Universal P960,961,962 PH3 Utility & Civil	Orange County	Universal City Development Partners, Ltd.	James Heary	407-634-9633	heary.james@universalcity.com
2025	\$ 1,521,180.10	2197	Hills of Minnesota Amenity Center	Osceola County	Tavistock East Services, LLC	Brad Kesselman	407-840-5674	brad.kesselman@tavistock.com
2025	\$ 7,576,339.99	2165	Edgewater ED6	Osceola County	Jen Florida 30 LLC	Dan Edwards	813-484-7665	dcedwards@sunlustracommunities.com
2025	\$ 12,652,782.63	2178	Hills Mimicoela PH4	Lake County	Edgewater East CDD	Shawn Handle	407-847-9433	shawn@edgewater.com
2025	\$ 4,597,820.79	2115	LNC Parcel 10 Infrastructure	Orange County	Lake Nona Land Company, LLC	David Beyer	407-313-8233	david.beyer@vavistock.com
2025	\$ 15,310,921.28	2160	Neovation Way-Design Build PS-23-13318-RJ	Osceola County	Oscosola County BOCC	Rene LaPorte	407-742-0621	rene.laporte@osceola.org
2025	\$ 7,318,865.22	2142	Edgewater ED5 Roadway	Osceola County	Edgewater East CDD	Bobby Wanas		bwanas@bipartners.com

PROJECTS APPLICANT COMPANY COI

ED IN THE LAST 3-5 YEARS

Year	Amount	Year	Project Name	County	Company Name	Company Name	Contact Name	Phone Number	Contact Email
2023	\$ 20,876,511.71	2149	Sumbridge Pkwy Seq 1 - Utilities SLR-035-005	Orange County	Tavistock East Services, LLC	The Viera Company	Brad Kesselman	407-313-8233	brad.kesselman@tavislock.com
2024	\$ 4,766,404.40	2156	Village 2 N-2 Infrastructure Ph 1	Brevard County	The Viera Company	Marietta McKibben	Mary Ellen McKibben	321-242-1200	marietta.mckibben@tavislock.com
2023	\$ 8,494,069.45	2166	Silverleaf Ph 2 C	Orange County	Mertiage Homes of Orlando, Inc.		Caleb Brenyo	407-284-4163	caleb.brenyo@tavislock.com
2023	\$ 3,919,391.93	2170	Laurasia Ph 2	Brevard County	The Viera Company		Mary Ellen McKibben	321-242-1200	marietta.mckibben@tavislock.com
2024	\$ 3,574,421.18	2179	Cross Prairie Ph 2B	Osceola County	JCH CP, LLC (Emerson)		Scott Sterns	407-562-8661	scott.sterns@tavislock.com
2024	\$ 922,544.81	2191	Eagle Creek PD Village J&K	Orange County	Eagle Creek Development Corp. (Jones Homes)		Phillip Salazar	407-562-8661	phillip.salazar@tavislock.com
2024	\$ 22,230,285.28	2135	Palm Vista Medley	Brevard County	Lennar Homes, LLC		Bojana Brown	303-829-0800	bojana.brown@lennar.com
2024	\$ 5,218,802.68	2155	Village 2 Center	Brevard County	The Viera Company		Mary Ellen McKibben	321-242-1200	marietta.mckibben@tavislock.com
2024	\$ 5,583,149.51	2139	Reunion Club (PKA Sinclair Road Property)	Osceola County	JTD Land at Sinclair, LLC		Phillip Hartmann	407-861-4354	phillip.hartmann@tavislock.com
2024	\$ 8,603,354.16	2126	Bronson Ridge (aka Ridge at Apopka)	Orange County	Ridge at Apopka CDD		George Flint	561-571-0010	gflint@tavislock.com
2024	\$ 3,466,669.20	2087	Scenic Terrace South CDD Ph 3	Polk County	Scenic Terrace South CDD		Jillian Burns	407-941-5524	jburns@tavislock.com
2024	\$ 1,192,364.47	2026	Lakeland Central Park	Polk County	LCP Phase 1, LLC		Lud Hodges	813-597-4376	lhodges@tavislock.com
2024	\$ 16,995,312.07	2095	Cyril Drive Ph 3 Utilities & Reclaim	Orange County	Tavistock East Services, LLC		Chris Wilson	407-466-4570	cwilson@tavislock.com
2024	\$ 8,492,581.44	2102	Overlook 3&4 Offsite Watermain	Lake County	JTD Land at Grassy Lake, LLC		Phil Hartmann	407-861-4354	phillip.hartmann@tavislock.com
2024	\$ 9,730,238.82	2124	Pangea Park Ph 3 & 4	Brevard County	The Viera Company		Mary Ellen McKibben	321-242-1200	marietta.mckibben@tavislock.com
2024	\$ 14,701,116.59	2085	Harmony Central	Osceola County	Waynesboro Harmony, LLC		Mike Evans	404-205-3025	mike.evans@tavislock.com
2024	\$ 12,034,900.67	2093	Universal Road A	Orange County	Universal City Development Partners, Ltd.		Jerry Washington	407-446-5510	jerry.washington@tavislock.com
2023	\$ 28,194,674.26	2041	World Drive N PHII (WDN)	Orange County	Reedy Creek Improvement District		Craig Sandt		csandt@rcid.org
2023	\$ 17,865,620.31	2055	Postras East PH 2, 3 & 4 MG	Orange County	TDCP, LLC		Hudson Larson	689-348-0677	hudson.larson@tavislock.com
2023	\$ 22,823,053.27	2074	Edgewater East CDD PH 1	Osceola County	Edgewater East CDD		Bobby Wanas		bwanas@tavislock.com
2023	\$ 3,874,849.75	2082	Postras East Master Infr. Phase 1D	Orange County	Postras East Community Development Dist.		Jeffrey Newton		jnewton@tavislock.com
2023	\$ 15,486,049.17	2088	Kindred PH 3 Mass Grade	Osceola County	D.R. Horton, Inc.		Jeffrey Newton	407-707-4068	jnewton@tavislock.com
2023	\$ 11,465,075.36	2089	Postras East Master Infr. PH 1C & Centerline	Orange County	Donald W. McIntosh Associates, Inc.		Craig Harris	407-590-0146	charris@tavislock.com
2023	\$ 9,214,011.41	2099	Wynwood Ph 1 & 2 MG Ph 3 & 4	Orange County	JTD Land at Wynwood, LLC		Christian Jiles	407-506-6985	cmjiles@tavislock.com
2023	\$ 7,731,629.58	2111	Kindred 3 A	Osceola County	D.R. Horton, Inc.		Rene LaPorte		rene.laporte@osceola.org
2023	\$ 9,700,101.64	2114	Bill Beck Blvd Extension	Osceola County	Osceola County, Florida		Craig Harris		charris@tavislock.com
2023	\$ 3,777,058.81	2116	Harmony Townhomes	Osceola County	JTD Land at Harmony, LLC		Doug Beasley	407-432-1967	dbeasley@tavislock.com
2023	\$ 2,369,047.26	2117	Bargrove Ph 2 Infrastructure	Orange County	HFB Bargrove, LLC		Aaron Lambert	989-488-9961	aaron.lambert@tavislock.com
2023	\$ 5,646,714.42	2118	Silverleaf Ph. 2A, 2B	Polk County	L T Westview, LLC		Patrick Wood	321-214-1037	patrick.wood@tavislock.com
2023	\$ 14,117,402.26	2122	Westview Pod A, PH 1A Spine Rd/MG, PH 1B, 2 & 3	Polk County	Mertiage Homes of Orlando, Inc.		Jillian Burns	407-841-5524	jburns@tavislock.com
2023	\$ 9,980,913.35	2123	Scenic Terrace South CDD PH 1	Brevard County	Scenic Terrace South CDD		Mary Ellen McKibben	321-242-1200	marietta.mckibben@tavislock.com
2023	\$ 7,261,416.75	2125	Pineda Segments G & H, PH 1 & 3	Osceola County	The Viera Company		Richard Jerman	407-542-4909	richard.jerman@tavislock.com
2023	\$ 5,470,992.87	2129	Cyrene Townhomes Harmony Curve	Osceola County	Harmony Florida Land, LLC		David Beyer	407-313-8233	dbeyer@tavislock.com
2023	\$ 590,220.28	2130	Performance Drive Ph 3	Brevard County	Lake Nona Land Company, LLC		Bojana Brown	303-829-0800	bojana.brown@lennar.com
2023	\$ 14,573,062.53	2135	Palm Vista Medley	Brevard County	Lennar Homes, LLC		Jason Good	321-228-2215	jason.good@lennar.com
2023	\$ 368,255.16	2137	Pineda Widening Segment C & D	Osceola County	The Viera Company		Richard Jerman	407-542-4909	richard.jerman@tavislock.com
2023	\$ 4,421,320.83	2138	Harmony Townhomes Parcels B & C	Lake County	Dream Finders Homes		Mary Ellen McKibben	321-242-1200	marietta.mckibben@tavislock.com
2023	\$ 281,784.50	2145	Crossmolina V2-N7 Clearing	Brevard County	The Viera Company		Mary Ellen McKibben	321-242-1200	marietta.mckibben@tavislock.com
2023	\$ 1,442,201.55	2146	Village 2, N2 PH 1 MG & Stormwater Improvements	Brevard County	The Viera Company		Dan Edwards	813-484-7665	dan.edwards@tavislock.com
2023	\$ 2,529,379.45	2150	Imperial Ridge Way Villages at Minneola A2, Pod 8	Lake County	Hills of Minneola, CDD		Hudson Larson	407-313-8233	hudson.larson@tavislock.com
2023	\$ 10,056,025.91	2151	Laureate Park N2	Orange County	TDCP, LLC		Dan Young	407-313-8233	dan_young@tavislock.com
2023	\$ 123,640.15	2152	Laureate Park Ph 4 A	Orange County	Lake Nona Land Company, LLC		David Beyer	689-710-4945	dbeyer@tavislock.com
2023	\$ 635,140.80	2157	Watson Street Improvements PH 2 Roadway	Orange County	Lake Nona Land Company, LLC		Mark Rodberg	561-573-1017	mark.rodberg@tavislock.com
2023	\$ 1,180,012.65	2162	White Clay Ph Road Infrastructure	Polk County	Public School Development Solutions, LLC		Patrick Wood	407-205-6906	patrick.wood@tavislock.com
2023	\$ 4,665,809.07	2164	Westview POD A PH 1B & 2 - N2	Polk County	LT Westview, LLC		Dan Edwards	813-484-7665	dan.edwards@tavislock.com
2023	\$ 812,731.00	2171	The Villages Harmony Reclaim & Fm Extension	Osceola County	Suntara Communities		Linette Matheny	407-742-0543	linette.matheny@tavislock.com
2022	\$ 45,339,695.64	1817	FAMIRC- Judice Farms	Osceola County	Osceola County BOCC		Craig Harris	407-870-0066	charris@tavislock.com
2022	\$ 2,101,857.75	1882	Cyressa Ridge	Osceola County	JTD Land at Cyressa Ridge, LLC				

PROJECTS APPLICANT COMPANY COI TED IN THE LAST 3-5 YEARS

Year	Amount	Project Name	County	Company Name	Applicant	COI	Year	Amount	Project Name	County	Company Name	Applicant	COI
2022	\$ 10,540,491.79	Twin Lakes Mass Grade Ph 2ABCD	Osceola County	Narcoossee Land Ventures, LLC	Justin Campbell		2022	\$ 10,540,491.79	Twin Lakes Mass Grade Ph 2ABCD	Osceola County	Narcoossee Land Ventures, LLC	Justin Campbell	
2022	\$ 1,763,581.36	Lakeside Groves Phase 2	Osceola County	Narcoossee Land Ventures, LLC	Scott Stearns		2022	\$ 1,763,581.36	Lakeside Groves Phase 2	Osceola County	Narcoossee Land Ventures, LLC	Scott Stearns	
2022	\$ 14,526,736.06	Cross Prairie Pkwy - Roadway	Osceola County	D.R. Horton, Inc.	John Valantasis		2022	\$ 14,526,736.06	Cross Prairie Pkwy - Roadway	Osceola County	D.R. Horton, Inc.	John Valantasis	
2022	\$ 12,833,354.36	Wilford Preserve Phase 1 & 2	Clay County	Taylor & White, Inc.	Glynn Taylor		2022	\$ 12,833,354.36	Wilford Preserve Phase 1 & 2	Clay County	Taylor & White, Inc.	Glynn Taylor	
2022	\$ 7,747,462.17	Bridgewater Central @ Viera PH 2 Siterwork	Brevard County	Lennar Homes, LLC	Alex DeChabert		2022	\$ 7,747,462.17	Bridgewater Central @ Viera PH 2 Siterwork	Brevard County	Lennar Homes, LLC	Alex DeChabert	
2022	\$ 7,134,155.60	Cyril Drive Ph 2-SLR-041-001 - Utilities	Osceola County	Tavistock East Services, LLC	Chris Wilson		2022	\$ 7,134,155.60	Cyril Drive Ph 2-SLR-041-001 - Utilities	Osceola County	Tavistock East Services, LLC	Chris Wilson	
2022	\$ 21,972,881.87	Holden Ave Y19-720-CH	Orange County	Board of County Commissioners	Kenneth Leeming		2022	\$ 21,972,881.87	Holden Ave Y19-720-CH	Orange County	Board of County Commissioners	Kenneth Leeming	
2022	\$ 12,328,331.38	Lakes at Laurel Highland PH 2A, 2C, 3A, 3B, 3C & Winston Park Blvd	Polk County	D.R. Horton, Inc.	Chris Lee		2022	\$ 12,328,331.38	Lakes at Laurel Highland PH 2A, 2C, 3A, 3B, 3C & Winston Park Blvd	Polk County	D.R. Horton, Inc.	Chris Lee	
2022	\$ 2,013,780.45	Destination Pkwy - Universal	Orange County	Universal Studios	Daniela Valerio		2022	\$ 2,013,780.45	Destination Pkwy - Universal	Orange County	Universal Studios	Daniela Valerio	
2022	\$ 9,916,249.54	Lake Nona Town Center PH2	Orange County	LN Towncenter II, LLC	Brent Sehademan		2022	\$ 9,916,249.54	Lake Nona Town Center PH2	Orange County	LN Towncenter II, LLC	Brent Sehademan	
2022	\$ 2,798,031.45	Poirans N5 Lift Station	Orange County	TDCP, LLC	James Sprague		2022	\$ 2,798,031.45	Poirans N5 Lift Station	Orange County	TDCP, LLC	James Sprague	
2022	\$ 6,170,413.17	Poirans 1A Infrastructure - Luminary	Orange County	TDCP, LLC	James Sprague		2022	\$ 6,170,413.17	Poirans 1A Infrastructure - Luminary	Orange County	TDCP, LLC	James Sprague	
2022	\$ 11,270,124.81	Bridgewater PH3 (MG excavation, Sec. 1, Vidine-TVC & Sec 2 Utilities)	Brevard County	Universal Studios	Daniela Valerio		2022	\$ 11,270,124.81	Bridgewater PH3 (MG excavation, Sec. 1, Vidine-TVC & Sec 2 Utilities)	Brevard County	Universal Studios	Daniela Valerio	
2022	\$ 14,047,816.62	42' Forecmain Relocation	Brevard County	The Viera Company	Mary Ellen McKibben		2022	\$ 14,047,816.62	42' Forecmain Relocation	Brevard County	The Viera Company	Mary Ellen McKibben	
2022	\$ 18,203,781.27	Lake Andrew Dr. & Pineda Blvd	Brevard County	St. John's Preserve, LLC	Brian Bussen		2022	\$ 18,203,781.27	Lake Andrew Dr. & Pineda Blvd	Brevard County	St. John's Preserve, LLC	Brian Bussen	
2022	\$ 12,529,600.90	St. Johns Preserve	Brevard County	Lennar - Palm Beach Div	Lane Renister		2022	\$ 12,529,600.90	St. Johns Preserve	Brevard County	Lennar - Palm Beach Div	Lane Renister	
2022	\$ 8,509,148.84	Storey Creek PH2B-PVC Material	Osceola County	Stanley Martin Homes, LLC	John Ogden		2022	\$ 8,509,148.84	Storey Creek PH2B-PVC Material	Osceola County	Stanley Martin Homes, LLC	John Ogden	
2022	\$ 6,880,926.95	Brookshire Subdivision	Brevard County	Stanley Martin Homes, LLC	John Ogden		2022	\$ 6,880,926.95	Brookshire Subdivision	Brevard County	Stanley Martin Homes, LLC	John Ogden	
2022	\$ 46,184,513.76	FDOOT T1751 SR 542 Dundee Rd	Polk County	FDOOT, District 1, Central	Laverina Toole		2022	\$ 46,184,513.76	FDOOT T1751 SR 542 Dundee Rd	Polk County	FDOOT, District 1, Central	Laverina Toole	
2022	\$ 11,924,774.60	Kindred 2C2 & 2D	Osceola County	D.R. Horton, Inc.	Matt Stoliz		2022	\$ 11,924,774.60	Kindred 2C2 & 2D	Osceola County	D.R. Horton, Inc.	Matt Stoliz	
2022	\$ 7,118,709.69	Hamin SW Mass Grade	Orange County	SLF IV / Boyd Horizon West JV, LLC	Dennis Seljia		2022	\$ 7,118,709.69	Hamin SW Mass Grade	Orange County	SLF IV / Boyd Horizon West JV, LLC	Dennis Seljia	
2022	\$ 6,416,440.38	Barrowe Ph 1 Infs. Ph2 MG & Offsite	Orange County	HFB Barrowe, LLC	Doug Beasley		2022	\$ 6,416,440.38	Barrowe Ph 1 Infs. Ph2 MG & Offsite	Orange County	HFB Barrowe, LLC	Doug Beasley	
2022	\$ 2,904,318.63	Hamin SW Subdivision	Orange County	Dream Finders Homes	Michael Rainer		2022	\$ 2,904,318.63	Hamin SW Subdivision	Orange County	Dream Finders Homes	Michael Rainer	
2022	\$ 3,217,033.29	Preservation Pointe PH3 & PH4	Polk County	Hanover Preserve Pointe, LLC	Andres Arvelo		2022	\$ 3,217,033.29	Preservation Pointe PH3 & PH4	Polk County	Hanover Preserve Pointe, LLC	Andres Arvelo	
2022	\$ 5,282,155.21	Eagle Crest Preserve @ LPGA	Volusia County	JTD Land at Eagle Crest, LLC	Craig Harris		2022	\$ 5,282,155.21	Eagle Crest Preserve @ LPGA	Volusia County	JTD Land at Eagle Crest, LLC	Craig Harris	
2022	\$ 6,939,822.46	Poirans East Luminary PH1B Rwy Infrastructure (Luminary Blvd)	Orange County	TDCP, LLC	James Sprague		2022	\$ 6,939,822.46	Poirans East Luminary PH1B Rwy Infrastructure (Luminary Blvd)	Orange County	TDCP, LLC	James Sprague	
2022	\$ 7,735,188.03	Osceola Village Center	Osceola County	Stanley Martin Homes, LLC	John Ogden		2022	\$ 7,735,188.03	Osceola Village Center	Osceola County	Stanley Martin Homes, LLC	John Ogden	
2022	\$ 7,508,470.44	Poirans East N-7 Residential	Orange County	TDCP, LLC	Hudson Larson		2022	\$ 7,508,470.44	Poirans East N-7 Residential	Orange County	TDCP, LLC	Hudson Larson	
2022	\$ 5,596,902.63	Lake Charles Resort PH 2	Polk County	JTD Land at Charles Cove, LLC	Phil Hartmann		2022	\$ 5,596,902.63	Lake Charles Resort PH 2	Polk County	JTD Land at Charles Cove, LLC	Phil Hartmann	
2022	\$ 9,073,396.57	Poirans East A & LS-C & N-3 St.	Osceola County	TDCP, LLC	Hudson Larson		2022	\$ 9,073,396.57	Poirans East A & LS-C & N-3 St.	Osceola County	TDCP, LLC	Hudson Larson	
2022	\$ 7,871,154.88	Twin Lakes 2C & 2D - C&D & PH 8	Osceola County	Narcoossee Land Ventures, LLC	Chris Wilson		2022	\$ 7,871,154.88	Twin Lakes 2C & 2D - C&D & PH 8	Osceola County	Narcoossee Land Ventures, LLC	Chris Wilson	
2022	\$ 5,527,359.14	Rummell Road Reclaim	Orange County	Tavistock East Services, LLC	Ralph Singleton		2022	\$ 5,527,359.14	Rummell Road Reclaim	Orange County	Tavistock East Services, LLC	Ralph Singleton	
2022	\$ 2,423,035.96	Tyson Ranch Infrastructure & Potable Water System	Orange County	Boggy Creek Commercial, LLC	Matt Stoliz		2022	\$ 2,423,035.96	Tyson Ranch Infrastructure & Potable Water System	Orange County	Boggy Creek Commercial, LLC	Matt Stoliz	
2022	\$ 2,035,043.52	Kindred 2A Amenity Center & Southbury Ext.	Osceola County	D.R. Horton, Inc.	Stephen Miller		2022	\$ 2,035,043.52	Kindred 2A Amenity Center & Southbury Ext.	Osceola County	D.R. Horton, Inc.	Stephen Miller	
2022	\$ 3,778,148.80	Kindred 2B Infrastructure	Osceola County	D.R. Horton, Inc.	Stephen Miller		2022	\$ 3,778,148.80	Kindred 2B Infrastructure	Osceola County	D.R. Horton, Inc.	Stephen Miller	
2022	\$ 2,302,461.53	Lake Howell Lane Bridge Replacement	Seminole County	Seminole County, BOCC	Bojana Brown		2022	\$ 2,302,461.53	Lake Howell Lane Bridge Replacement	Seminole County	Seminole County, BOCC	Bojana Brown	
2022	\$ 3,772,149.05	Palm Vista Off-site	Brevard County	Lennar Homes, LLC	Mary Ellen McKibben		2022	\$ 3,772,149.05	Palm Vista Off-site	Brevard County	Lennar Homes, LLC	Mary Ellen McKibben	
2022	\$ 11,548,985.13	Pangea Park Sec 1 & PH 1	Brevard County	The Viera Company	David Beyer		2022	\$ 11,548,985.13	Pangea Park Sec 1 & PH 1	Brevard County	The Viera Company	David Beyer	
2022	\$ 1,219,889.06	Base Camp Amenity & Info. Center	Osceola County	Sumbridge Marketing, LLC	Craig Harris		2022	\$ 1,219,889.06	Base Camp Amenity & Info. Center	Osceola County	Sumbridge Marketing, LLC	Craig Harris	
2022	\$ 6,963,202.04	Parkview Preserve PH 1 & PH 2	Orange County	JTD Land at Parkview, LLC	Robyn Bronson		2022	\$ 6,963,202.04	Parkview Preserve PH 1 & PH 2	Orange County	JTD Land at Parkview, LLC	Robyn Bronson	
2022	\$ 15,880,446.03	Buena Lago PH 1 & PH 2	Osceola County	Forestar Development	Chris Wilson		2022	\$ 15,880,446.03	Buena Lago PH 1 & PH 2	Osceola County	Forestar Development	Chris Wilson	
2022	\$ 8,273,372.76	Sunbridge Marina Basin & NE 031-026	Orange County	Tavistock East Services, LLC	Denver Marlow		2022	\$ 8,273,372.76	Sunbridge Marina Basin & NE 031-026	Orange County	Tavistock East Services, LLC	Denver Marlow	
2022	\$ 7,812,856.47	Silverleaf PH 1 Infrastructure	Orange County	Sunterra Communities	Robert Ginn		2022	\$ 7,812,856.47	Silverleaf PH 1 Infrastructure	Orange County	Sunterra Communities	Robert Ginn	
2022	\$ 4,999,931.51	Phillips Landing	Lake County	Starlight Homes Florida, LLC	Chad Signon		2022	\$ 4,999,931.51	Phillips Landing	Lake County	Starlight Homes Florida, LLC	Chad Signon	
2022	\$ 5,736,416.46	Wilford Preserve PH 3	Clay County	DFC Wilford, LLC	Craig Wrathell		2022	\$ 5,736,416.46	Wilford Preserve PH 3	Clay County	DFC Wilford, LLC	Craig Wrathell	
2022	\$ 9,350,242.42	Hills of Minnesota	Lake County	The Hills of Minnesota CDD c/o Wrathell Hunt & Assoc., LLC	Carson Kupp		2022	\$ 9,350,242.42	Hills of Minnesota	Lake County	The Hills of Minnesota CDD c/o Wrathell Hunt & Assoc., LLC	Carson Kupp	
2022	\$ 2,575,067.92	Hamin West Infrastructure	Orange County	Boyd Development Corporation	Mark Lucas		2022	\$ 2,575,067.92	Hamin West Infrastructure	Orange County	Boyd Development Corporation	Mark Lucas	
2022	\$ 623,506.70	Harmony West PH 1 Amenity Center	Brevard County	Forestar Development	Scott Stearns		2022	\$ 623,506.70	Harmony West PH 1 Amenity Center	Brevard County	Forestar Development	Scott Stearns	
2022	\$ 2,001,227.95	SLF Block 1 Development Wetland	Osceola County	Rush Construction, Inc.	Matt Stoliz		2022	\$ 2,001,227.95	SLF Block 1 Development Wetland	Osceola County	Rush Construction, Inc.	Matt Stoliz	
2022	\$ 3,788,951.94	Twin Lakes PH 7	Osceola County	Narcoossee Land Ventures, LLC	Matt Stoliz		2022	\$ 3,788,951.94	Twin Lakes PH 7	Osceola County	Narcoossee Land Ventures, LLC	Matt Stoliz	
2022	\$ 5,222,239.03	Twin Oaks Mitigation Bank	Osceola County	D.R. Horton, Inc.	Matt Stoliz		2022	\$ 5,222,239.03	Twin Oaks Mitigation Bank	Osceola County	D.R. Horton, Inc.	Matt Stoliz	
2022	\$ 3,975,020.85	CR 545 (Avalon Rd) Seg. 1	Orange County	D.R. Horton, Inc.	Matt Stoliz		2022	\$ 3,975,020.85	CR 545 (Avalon Rd) Seg. 1	Orange County	D.R. Horton, Inc.	Matt Stoliz	

PROJECTS APPLICANT COMPANY COI DED IN THE LAST 3-5 YEARS

Year	Amount	Project Name	County	Applicant Company	Contact Name	Phone	Email
2022	\$ 926,973.40	Boggy creek Rd. (Simpson to 417 Storm)	Orange County	Orange County Public Works Dept. / Hwy Const. Div.	James Post	407-821-6055	james.post@tavistock.com
2022	\$ 451,381.02	Aloft Hotel & Conference Center-MG	Orange County	LNT Hotel III, LLC	David Beyer	689-710-4945	david.beyer@tavistock.com
2022	\$ 8,637,661.88	Lake Nona SMA-18 Relocation	Orange County	Lake Nona Land Company, LLC	Mary Ellen McKibben	321-242-1200	maryellen.mckibben@ludida.com
2022	\$ 2,382,100.88	Adelaide Subdivision PH 6	Brevard County	The Viera Company	Jeffrey J. Newton	407-644-4068	jnewton@viera.com
2022	\$ 2,309,466.00	Pearson Ave PH 2	Orange County	Postras East Community Development Dist.	Mary Ellen McKibben	321-242-1200	maryellen.mckibben@ludida.com
2022	\$ 13,499,407.61	Laurasia V-2 N-6 MG & Storm	Brevard County	The Viera Company	Scott Stearns	407-766-2400	stearns@viera.com
2022	\$ 4,560,742.23	Eagle Creek Village K 2B-2 Earthwork Haul / Alligator Rd - TL	Osceola County	Narcoossee Land Ventures, LLC	Aaron Lambert	989-488-9961	aaron.lambert@meritagehomes.com
2022	\$ 1,920,275.75	Hills of Mimsola 1B Infrastructure & Raven Ridge 1A hold down	Lake County	Meritage Homes of Orlando, Inc.	Denver Marlow	407-542-4909	denver.marlow@meritagehomes.com
2022	\$ 368,225.16	Harmony Townhomes Parcels B & C	Osceola County	Harmony Florida Land, LLC.	Keith Trace	407-808-9386	keith.trace@valentimart.com
2021	\$ 15,773,384.43	Celebration Island Extension	Osceola County	Mattamy Homes	Jimmy Scott/Stephen Cortez	352-253-6000	rhodge@nitram.com
2021	\$ 6,639,603.73	Shady Lane	Osceola County	D.R. Horton, Inc.	Randy Hodie	407-212-1783	maryellen.mckibben@ludida.com
2021	\$ 4,047,341.65	Cirrus Grove Road	Lake County	Lake County	Mary Ellen McKibben	321-242-1200	dan.young@tavistock.com
2021	\$ 4,047,341.65	Poinciana Blvd Extension	Orange/Osceola	Martini Mac Partners, LLC	Dan Young	305-978-5547	ebrown@maurycarter.com
2021	\$ 3,207,498.69	Tract C at Adelaide Pond A Expansion	Brevard County	The Viera Company	Sam Russell	407-581-6202	srussell@moss.com
2021	\$ 1,575,621.39	Franklin Road FM	Osceola County	Tavistock East Services, Inc.	Craig Harris	407-870-0066	jstraque@tavistock.com
2021	\$ 2,135,934.45	Market Place Dr. Extension - Underground Utility Work	Orange County	Lake Nona Holdings	James Sprague	407-816-6599	robinbranson@forestar.com
2021	\$ 5,631,670.23	Discovery Solar	Brevard County	Moss & Associates	Robyn Bronson	407-576-4830	robinbranson@forestar.com
2021	\$ 4,296,104.05	Cyrils Assemblage	Osceola County	JTD Land @ Suncrest, LLC	Robyn Bronson	407-576-4830	robinbranson@forestar.com
2021	\$ 308,607.46	Lake Nona Volleyball & Spa Rd	Orange County	Lake Nona Land Community, LLC	Craig Harris	407-870-0066	charris@tdlandco.com
2021	\$ 1,011,113.53	2049 Rambling Estates PH2	Osceola County	Forestar Development	John Valantasis	815-574-5700	jvalantasis@tdlandco.com
2021	\$ 1,715,664.74	Harmony West 1C1	Osceola County	Forestar Development	Don Gaskins	407-742-0900	donald.gaskins@osceola.org
2021	\$ 896,425.70	Harmony West 1D	Osceola County	Forestar Development	Anna Hoanji-Lok	321-637-5437 x32294	anna.hoanji@brevard.gov
2021	\$ 2,041,222.10	Kindred - Phase 1E & 1F	Orange County	JTD Land @ Bay Street	Rene LaPorte	407-742-0621	rene.laporte@osceola.org
2021	\$ 9,493,090.19	1836 Hemie Property	Osceola County	D.R. Horton, Inc.	Rene LaPorte	407-742-0621	rene.laporte@osceola.org
2021	\$ 11,635,339.73	1959 Hoagland Blvd. Seg. 3	Osceola County	JTD Land @ Bay Street	Danny Pieratti	904-866-8191	daniel.pieratti@dreamfindershomes.com
2021	\$ 9,744,883.83	1989 Parkland Preserve	Osceola County	Osceola County BOCC	David Maksimovitch	407-729-9767	dmaximovitch@birdsonghousing.com
2021	\$ 12,420,442.53	St. Johns Heritage Parkway	St. Johns County	NGMB Properties, LLC / Parkland Preserve CDD	Chris Tyree	407-750-7723	christyree@forestar.com
2021	\$ 23,320,298.03	1991 Hoagland Blvd. Seg. 2	Brevard County	Brevard County BOCC			
2021	\$ 15,555,153.06	NeoCity Way to Denn John Lane Rd	Osceola County	Osceola County BOCC			
2021	\$ 9,852,948.10	2008 Connector Road Y19-751-CH	Osceola County	Osceola City Transportation & Transit			
2021	\$ 6,726,986.12	2009 Grand Landings Ph 4	Orange County	Orange County Board of County Commissioners			
2021	\$ 6,316,693.07	2013 Celebration Island Village PHF1	Flagler County	Dream Finders Homes			
2021	\$ 1,336,450.13	2014 Gemnet Pointe Apartments	Osceola County	Mattamy Homes			
2021	\$ 10,916,329.70	2019 Villages at Harmony	Osceola County	Gannett Pointe, LTD Forestar Development			



REFERENCES &
SUBCONTRACTOR
LIST



February 25, 2026

Hoagland Boulevard Segment 3 No: 18-10089-DG

- Osceola County Board of County Commissioners
- 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741
- Donald Gaskins
- (407) 742-0900 / donald.gaskins@osceola.org
- The proposed roadway typical section consists of a four-lane divided roadway with curb and gutter, two 11' travel lanes in each direction separated by a raised 22' wide median. 6' – 7' wide bike lanes on each side and 5' wide sidewalk on one side and 6' – 8' wide sidewalk on the other side of roadway. The Shingle Creek bridge proposed typical section consists of two 11' lanes in each direction, 7.5' wide bike lanes, 5' wide sidewalk on one side and 10' wide sidewalk on the other side. Concrete barriers and parapets are used for fall protection on outer edges and between sidewalk and bike lanes.
- Hoagland Boulevard Segment 3 from John Young Parkway to north of Shingle Creek bridge.
- March of 2021



.vis Construction Company, Inc.

List of all Subcontractors

- A-1 FL Sod
- Acme
- Aerial Innovations
- All Rite Fence
- APE
- Atlas Dewatering
- B&B Underground Utility
- C&C Silt Fence
- C. Slagter Construction
- Carter Electric
- Coast to Coast Dewatering
- Cross Conc Pumping
- Davey Tree
- DH Striping
- Division 2 INC
- Fausnight
- Finishing Systems of FL
- Geotechnical Foundation Systems
- HUBBARD Lane Construction
- JVD Construction
- Mac Tapping
- Midstate Dewatering
- Milestone
- National Fence
- Palmetto Prime of Tampa
- Paw Demolition
- Penhall
- RCS Roberts Consulting
- RH Moore & Associates
- Roadway Concepts
- S&L Materials
- Shelby Erectors
- Sock It Dewatering
- SRS Superior Roadway Services
- Sumerlin Fence
- TCD Traffic Control DEVICES
- TCP Traffic Control PRODUCTS



JEC Construction Company, Inc.

February 25, 2026

Hoagland Boulevard Segment 2 No: 18-10287-DG

- Osceola County Board of County Commissioners
- 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741
- Donald Gaskins
- (407) 742-0900 / donald.gaskins@osceola.org
- Seven proposed roadway typical cross sections within project limits along Hoagland Blvd. all consisting of a four-lane divided roadway with curb and gutter, two 11' travel lanes in each direction separated by a 16'-22' wide raised median, 6' wide bike lane on each side, and a 6'-8' wide sidewalk on each side. The proposed Hoagland Blvd. bridge typical cross section includes a four-lane divided roadway with curb and gutter, two 11' travel lanes in each direction separated by a 13' wide traffic separator, 7'6" wide bike lanes on Roadway and bridge widening and reconstruction, milling and resurfacing, signing and pavement marking, signalization, ITS, lighting, landscaping and modifications to Toll Facilities for 6.236 miles on SR91 (Florida's Turnpike) from west of SR 50 in Orange County to north of Hancock Road in Lake County.
- Hoagland Boulevard Segment 2 from north of Shingle Creek bridge to 5th Street
- September of 2021



J&B Construction Company, Inc.

List of all Subcontractors

- A-1 Sod
- A2B
- AERIAL INNOVATION
- All FL. Septic
- APE
- Arrive Alive Traffic Control
- Austin Environmental Consultants
- Bombardier
- C&C CONC PUMP
- CC Silt Fence
- Coast to Coast Dewatering
- Cross Conc Pumping
- Cruz Trucking
- DANE CONSTRUCTION
- David Outar
- Fausnight Stripe and Line
- Finishing Systems
- HUBBARD DBA LAKELAND PAVING
- JBB Enterprises
- JVD
- Kingsmen
- Mac Tapping
- Maximum Crane
- Midstate Dewatering
- MILL IT
- Palmetto Prime of Tampa
- Penhall
- PROJECS
- RCS Roberts Consulting Services
- Roadway Concepts
- S&L
- SHELBY ERECTORS
- C Slagter
- SLIPTECH
- Sock It
- Staff Zone
- SUMMERLIN FENCE
- Sunbelt Rentals
- TCP Traffic Control Products
- TIERRA
- United Signs & Signals



February 25, 2026

FDOT E8S66 SR 50 Orange to Minneola Widening

- Florida Department of Transportation
- Turnpike Contracts Administration Office, located at Turkey Lake Service Plaza, Milepost 263, Bldg. 5315 Ocoee, FL 34761
- Chris Lee
- (407) 572-3081
- Roadway and bridge widening and reconstruction, milling and resurfacing, signing and pavement marking, signalization, ITS, lighting, landscaping and modifications to Toll Facilities for 6.236 miles on SR91 (Florida's Turnpike) from west of SR 50 in Orange County to north of Hancock Road in Lake County.
- SR91 (Florida's Turnpike) from west of SR 50
- Spring of 2026

List of all Subcontractors

- A-1 FLORIDA SOD
- A2B
- AATC
- ACME BARRICADES
- AERIAL INNOVATIONS
- ALL-RITE FENCE
- AMERICUT
- ANALYTIKA, LLC
- APS
- ASAP
- ATLANTIC DIRECTIONAL
- BIO TECH
- BLACKROCK MILLING
- C&C PUMPING SERVICES
- C&C SILT FENCE
- CB SERVICES OF CENTRAL FLORIDA
- CENTRAL FL SILT FENCE
- CONCRETE CUTTING AND BREAKING
- DANE CONSTRUCTION COMPANY
- DEWBERRY ENGINEERING
- DIXON CRUZ



List of all Subcontractors - Continued

- DT Underground
- E&L SUPPORT SERVICES
- EARTH IMPROVEMENT TECHNOLOGIES
- FAUSNIGHT
- GAI
- GREENMAN-PEDERSEN, INC (HORIZON)
- HSD
- HTFL (HATHAWAY)
- HYDROGRASS TECHNOLOGIES
- JVD
- LAKE JEM
- MAYLOR
- MIDDLESEX PAVING
- MILL-IT
- OUTAR
- PALMETTO PRIME
- PAW
- PROFESSIONAL SERVICES INC
- REBAR PRO SERVICES
- RFE FENCING
- RLF ENGINEERED SOLUTIONS
- S & L
- SOUTHEAST HWY
- SOUTHERN STRUCTURAL
- STORY WATER SYSTEMS
- SUPERIOR ROADWAY SERVICES
- SUPERIOR ROW SERVICES
- SURFACE PREP TECHNOLOGIES
- SWEEP IT
- TRP CONSTRUCTION
- UES
- USA SERVICES
- V & M
- WIND RIVER (ALL FL SEPTIC)



Jr. Davis Construction

210 Hangar Road, Kissimmee, FL 34741 P: (407) 870-0066 F: (407) 870-1912



500 Colonial Center Parkway, Lake Mary, FL 32746

Greg Venturoni
Underwriting Consultant
407-804-5929
Gregory.Venturoni@cnaSurety.com

April 10, 2026

Polk County Board of County Commissioners
Attn: Tabatha Shirah, Senior Procurement Analyst
330 W Church Street
Bartow, FL 33831-9005

Re: Project: Bid #25-420; Thompson Nursery Road Extension Phase 1 – Segment 1

Dear Ms. Shirah:

This letter is to confirm, on behalf of Western Surety Company, that the Bid Bond submitted by Jr. Davis Construction Company, Inc. in connection with the above-referenced project was issued in the amount of five percent (5%) of the total bid.

The corresponding five percent (5%) bid bond amount is \$1,663,672.04.

Please consider this letter as formal confirmation of the bid bond amount as requested by Procurement. Should you require any additional information or documentation, please do not hesitate to contact me.

Sincerely,

Greg Venturoni, AFSB
Underwriting Consultant
CNA Surety – Orlando Branch
500 Colonial Center Parkway, Suite 400
Lake Mary, FL 32746
Gregory.venturoni@cnaSurety.com

Exhibit "A"

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

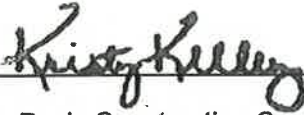
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____



COMPANY NAME: Jr. Davis Construction Co., Inc.

DATE: 4/10/2026

Exhibit "B"
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Jr. Davis Construction Co., Inc. certifies, to the best of his or her knowledge, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Jr. Davis Construction Co., Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Kristy Kelley, secretary

Name and Title of Contractor's Authorized Official

4/10/2026

Date

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE
TRENCH EXCAVATION SAFETY SYSTEM AND
SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring, Special (Trench Excavation)

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. <u>Benching & Shoring</u>	<u>LF</u>	<u>15,000</u>	\$ <u>1.00</u>	\$ 15,000.00
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
			Total	\$ 15,000.00

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

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk 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: Jr. Davis Construction Company, Inc.
Address: 210 Hangar Road
Kissimmee, FL 34741

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.

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.)

James B. Davis, Jr.

Printed Name

CEO

Title



Signature

5/28/20

Date


EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that Jr. Davis Construction Co., Inc. 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
5/28/20

Date

EXHIBIT X

SAFETY REQUIREMENTS/REGULATIONS

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 28TH day of MAY, 20 26

Name of Firm Jr. Davis Construction Company, Inc.

By 
CEO

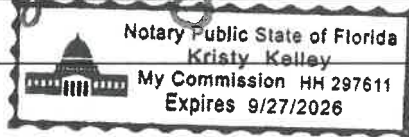
Title of Person Signing _____

SWORN TO AND SUBSCRIBED BEFORE ME

This day of, 20 MAY 28, 2026

Notary Public: 

My Commission Expires: _____



**EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-420, Thompson Nursery Road Extension – Segment 1

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

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

Company Name: Jr. Davis Construction Company, Inc.

Signature: 

Title: CEO

Date: 5/28/2020

State of: Florida

County of: Osceola

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of MAY, 2020, by James B. Davis, Jr. (name) as CEO (title of officer) of Jr. Davis Construction Co., 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: Kristy Kelley

Notary Commission Number and Expiration: _____
(AFFIX NOTARY SEAL)



SCRUTINIZED COMPANIES CERTIFICATION

EXHIBIT XXIV

(Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid 25-420

PROJECT NAME: Thompson Nursery Road Extension – Segment 1


The undersigned, as CEO of Jr. Davis Construction Company (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 Florida Statutes, Section 287.135:

- (i) the Contractor is not on the Scrutinized Companies with Activities in Sudan List; and
- (ii) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List
(as both such lists are created pursuant to Florida Statutes, Section 215.473); and
- (iii) the Contractor does not have business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
- (iv) the Contractor was not on either of the foregoing lists or conducting business operations in Cuba or Syria when it submitted its bid to the County; and
- (v) 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; and
- (vi) the undersigned is duly authorized to execute this Certification by and on behalf of the Contractor.

Executed this 28th day of MAY, 2020.

ATTEST:

By: 
 PRINTED NAME: Kristy Kelley
 Its: SECRETARY

Jr. Davis Construction Company, Inc.
 a corporation
 By: 
 PRINTED NAME: James B. Davis, Jr.
 Its: CEO

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

EXHIBIT XXV

(Florida Statutes, Section 448.095)

PROJECT NAME: Bid 25-420 Thompson Nursery Road Extension - Segment 1

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 28TH day of MAY, 2026

ATTEST:
By: 
PRINTED NAME: Kristy Kelley
Its: SECRETARY


CONTRACTOR:
By: 
PRINTED NAME: James B. Davis, Jr.
Its: CEO

Exhibit XXVI 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 James B. Davis, Jr. (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.

Jr. Davis Construction Company, Inc.

NONGOVERNMENTAL ENTITY


SIGNATURE

James B. Davis, Jr.

PRINT NAME

CEO

TITLE

5/28/20

DATE

**POLK COUNTY
BOARD OF COUNTY COMMISSIONERS**

**BIDDING REQUIREMENTS AND
CONTRACT DOCUMENTS FOR:**

Thompson Nursery Road Extension Phase 1 – Segment 1

BID FILE NO: #25-420

County Project: 5400203

ISSUE DATE: November 20, 2025

**PROCUREMENT DIVISION
330 W CHURCH STREET, ROOM 150
DRAWER AS05, P.O. BOX 9005
BARTOW, FLORIDA 33830/33831-9005
Website: www.polk-county.net**

**Procurement Contracts Manager: Ken Brush
E-Mail: kenbrush@polk-county.net
Main Number: (863) 534-6757
Fax: (863) 534-6789**

TABLE OF CONTENTS

	<u>PAGE</u>
<u>PART A – BIDDING REQUIREMENTS</u>	
INVITATION FOR BID	IB 1
INSTRUCTION TO BIDDERS	IB 1 – 9
<u>PART B – CONDITIONS OF CONTRACT</u>	
GENERAL CONDITIONS	
ARTICLE 1 – CONTRACT DOCUMENTS	GC 1
ARTICLE 2 – DEFINITIONS	GC 1
ARTICLE 3 – PRELIMINARY MATTERS	GC 4
3.1 Delivery of Bonds	GC 4
3.2 Copies of Documents	GC 4
3.3 Commencement of Contract Times; Notice to Proceed	GC 4
3.4 Starting the Work	GC 4
3.5 Before Starting Construction	GC 4
ARTICLE 4 – CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE	GC 5
4.1 Precedence	GC 5
4.2 Conflicts	GC 6
4.3 Amending	GC 7
4.4 Reuse of Documents	GC 7
ARTICLE 5 – PROJECT CONDITIONS	GC 7
5.1 Availability of Lands	GC 7
5.2 Subsurface and Physical Conditions	GC 7
5.3 Limited Reliance by Contractor on Authorized Technical Data	GC 7
5.4 Unknown or Concealed Conditions (Excluding Existing Utilities)	GC 8
5.5 Physical Conditions – Underground Facilities	GC 8
5.6 Engineering and Layout	GC 9
5.7 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material	GC 10
ARTICLE 6 – BONDS, INSURANCE, INDEMNIFICATION	GC 11
6.1 Performance and Payment Bonds and Other Bonds	GC 11
6.2 Warranty/Maintenance Bond	GC 11
6.3 Certificates of Insurance	GC 11
6.4 Contractor’s Liability Insurance	GC 11
6.5 Receipt and Application of Insurance Proceeds	GC 13
6.6 Indemnification	GC 13
ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES	GC 14
7.1 Supervision and Superintendence	GC 14
7.2 Labor, Material, and Equipment	GC 14
7.3 Substitute Material or Equipment	GC 14
7.4 Concerning Subcontractors	GC 15
7.5 Patent Fees and Royalties	GC 15
7.6 Permits	GC 16
7.7 Laws and Regulations	GC 16
7.8 Taxes	GC 16
7.9 Use of Premises	GC 16

GENERAL CONDITIONS (cont'd)

7.10 Record Documents	GC	17
7.11 Safety and Protection	GC	17
7.12 Drug Free Work Place Policy	GC	19
7.13 Emergencies	GC	19
7.14 Submittals, Shop Drawings, and Samples	GC	20
ARTICLE 8 – OTHER WORK	GC	22
ARTICLE 9 – COUNTY’S RESPONSIBILITIES	GC	22
ARTICLE 10 – CONSTRUCTION PROJECT MANAGER’S STATUS DURING CONSTRUCTION	GC	22
10.1 County’s Representative	GC	22
10.2 Visits to Site	GC	22
10.3 Clarifications and Interpretations	GC	23
10.4 Rejecting Defective Work	GC	23
10.5 Decisions on Disagreements	GC	23
10.6 Limitation on Project Manager’s Responsibilities	GC	23
ARTICLE 11 – CHANGES IN THE WORK	GC	23
ARTICLE 12 – CHANGE OF CONTRACT PRICE	GC	24
12.1 The Contract Price	GC	24
12.2 Cost of Work	GC	25
12.3 Contractor’s Mark-up	GC	26
ARTICLE 13 – CHANGE OF CONTRACT TIME	GC	26
ARTICLE 14 – UNCONTROLLABLE FORCES (FORCE MAJEURE)	GC	27
ARTICLE 15 – WARRANTY AND GUARANTEE	GC	27
ARTICLE 16 – ACCEPTANCE OF DEFECTIVE WORK	GC	28
16.1 Tests and Inspections	GC	28
16.2 Access to the Work	GC	28
16.3 Uncovering the Work	GC	28
16.4 Stop Work	GC	28
16.5 Correction or Removal of Defective Work	GC	28
16.6 Acceptance of Defective Work	GC	29
16.7 Neglected Work by Contractor	GC	29
ARTICLE 17 – PAYMENT AND COMPLETION	GC	29
17.1 Schedule of Values	GC	29
17.2 Application for Progress Payment	GC	29
17.3 Contractor’s Warranty of Title	GC	30
17.4 Approval of Payments	GC	30
17.5 Substantial Completion	GC	31
17.6 Final Completion	GC	32
17.7 Waiver of Claims	GC	32
ARTICLE 18 – SUSPENSION OF WORK AND TERMINATION	GC	32
18.1 Suspension of Work	GC	32
18.2 Termination for Cause	GC	33
18.3 Termination for Convenience	GC	34
18.4 Completion of Work by County	GC	34
ARTICLE 19 – DISPUTES / CLAIMS	GC	34
ARTICLE 20 – MISCELLANEOUS	GC	35
ARTICLE 21 – UNAUTHORIZED ALIEN(S)	GC	36
ARTICLE 22 – PERFORMANCE EVALUATION	GC	36
ARTICLE 23 – ALLOWANCES	GC	37

GENERAL CONDITIONS (cont'd)

ARTICLE 24 – ANNUAL APPROPRIATIONS	GC	37
ARTICLE 25 – PUBLIC RECORDS LAW	GC	38
ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER	GC	39

SPECIAL CONDITIONS

1. PROJECT DESCRIPTION, LOCATION & SCOPE OF WORK	SC	1
2. QUALIFICATION REQUIREMENT	SC	1
3. BASIS OF AWARD	SC	1
4. PERMITS	SC	1
5. CERTIFIED AS-BUILT SURVEY DRAWINGS	SC	2
6. DEFINITIONS	SC	2
7. GENERAL	SC	3
8. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION	SC	3-4
9. CONSTRUCTION PROGRESS SCHEDULE	SC	4
10. TESTING AND INSPECTIONS	SC	4-5
11. MATERIALS	SC	5
12. WORKSITE VISIBILITY	SC	5
13. FIELD OFFICE	SC	5
14. EROSION CONTROL	SC	5-6
15. GRASSING	SC	6
16. UNDERGROUND FACILITIES	SC	6
17. HISTORICAL AND ARCHAEOLOGICAL	SC	6
18. EMERGENCIES	SC	6
19. SAFETY	SC	6
20. WORK STOPPAGE	SC	6
21. VIDEO RECORDS	SC	6-7
22. APPLICATION FOR PROGRESS PAYMENT	SC	7
23. LIQUIDATED DAMAGES	SC	7
24. PERFORMANCE EVALUATIONS	SC	8
25. PROJECT CONTINGENCIES	SC	8
26. MISCELLANEOUS	SC	8
27. SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS CERTIFICATION; TERMINATION	SC	8-9

<u>PART C – BID SUBMITTAL</u>	BSU	1 – 3
--------------------------------------	-----	-------

PART D – EXHIBITS

- I BID BOND
- II PERFORMANCE BOND
- III PAYMENT BOND
- IV NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
- V NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR
- VI AFFIDAVIT OF PERCENTAGE OF WORK
- VI-A SUBCONTRACT LIST
- VI-B GOOD FAITH EFFORT DOCUMENTATION
- VII TRENCH SAFETY ACT COMPLIANCE
- VIII EQUAL EMPLOYMENT OPPORTUNITY
- IX DRUG-FREE WORKPLACE FORM
- X SAFETY REQUIREMENTS/REGULATIONS
- XI APPLICATION FOR PAYMENT
- XII CONTRACTOR CERTIFICATION OF DISBURSEMENT OF PREVIOUS PROGRESS PAYMENT TO SUBCONTRACTORS
- XIII CERTIFICATE OF SUBSTANTIAL COMPLETION
- XIV CERTIFICATE OF FINAL COMPLETION
- XV MATERIALS AND EQUIPMENT STORED ON-SITE
- XVI ALLOWANCE AUTHORIZATION RELEASE (AAR)
- XVII CHANGE ORDER
- XVIII CERTIFICATE OF COMPLIANCE
- XIX AFFIDAVIT CERTIFICATION IMMIGRATION LAWS
- XX STATEMENT OF NO BID
- XXI LANE CLOSURE FORM
- XXII ROAD CLOSURE FORM
- XXIII WORK PLAN CONTROLLING ITEM OF WORK
- XXIV SCRUTINIZED COMPANIES CERTIFICATION
- XXV EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
- XXVI AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES

PART E – CONTRACT

C 1 – 3

PART F – CONSTRUCTION PLANS, TECHNICAL REPORTS & SPECIFICATION PACKAGE

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: Bid 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1

Description: Furnish all labor, materials, supervision, and equipment necessary for roadway construction including drainage and pedestrian features, signing and pavement markings, traffic signal installation, and maintenance of traffic for the Thompson Nursery Road extension project outlined in the bid documents.

Receiving Period: Wednesday, January 14, 2026, Prior to 2:00p.m.

Bid Opening: Wednesday, January 16, 2026, 2:00p.m.

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

BIDDER REGISTRATION FAX THIS FORM BACK IMMEDIATELY FAX: (863) 534-6789

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:** _____

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.

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	25-420
Bid Title	Thompson Nursery Road Extension Phase 1 – Segment 1
Due Date/Time:	January 14, 2026, prior to 2:00 pm
Submitted by:	
Deliver To:	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 kenbrush@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 25-420 – Title of Document”

For Excel Bid Sheets “Bid 25-420 – 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. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@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 A – BIDDING REQUIREMENTS

INVITATION FOR BID

Name of Bid: Thompson Nursery Road Extension Phase 1 – Segment 1

BID NUMBER: 25-420

BID BOND IS REQUIRED

PERFORMANCE AND PAYMENT BONDS ARE REQUIRED

PRE-BID CONFERENCE: A **MANDATORY** pre-bid meeting will be held Tuesday, December 9, 2025, 9:00 a.m. in the Roads and Drainage conference room, located at 3000 Sheffield Road, Winter Haven, FL 33880.

BID DUE/DATE/TIME: January 14, 2026, PRIOR TO 2:00P.M.

DATE/TIME OF BID OPENING: January 14, 2026, AT 2:00P.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 22, 2025, by 4:00P.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 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 bids, 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 BSU-2 and BSU-3 (or BSL-2 and BSL-3).
- 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 VIA and Exhibit VIB).
- 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 and one 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 Performance Bond
 - Exhibit III, Payment of Bond
 - 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 Workplace Form
 - Exhibit X, Safety Requirements/Regulations
 - Exhibit XVIII, Certificate of Compliance
 - Exhibit XIX, Affidavit Certification Immigration Laws
 - Exhibit XXII Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters
 - Exhibit XXIII Certification Regarding Lobbying
 - Exhibit XXIV, Scrutinized Companies Certification
 - Exhibit XXV, Employment Eligibility Verification (E-Verify) Certification
 - Exhibit XXVI 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 Performance and Payment Bonds 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, Performance, and Payment 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 Performance and Payment Bonds, 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 Performance and Payment Bonds, 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 shall 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, the Florida Department of Transportation, 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-*Omitted intentionally, not applicable with Federal funding.*

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. 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.

Local Preference Omitted intentionally, not applicable with State funding.

Vendor Preference- Omitted intentionally, not applicable with State funding.

PART B – CONDITIONS OF CONTRACT

GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

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

ARTICLE 2 – DEFINITIONS

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

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 Construction Project Manager 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, Performance, and Payment 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 “**Construction Project Manager**” means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the construction management services for the Work. The Construction Project Manager can also be the County Project Manager.

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

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

2.12. 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.

2.13. 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.

2.14. The term “**Contract Documents**” means and shall include the following: Special Conditions, Construction Plans, Drawings, Relocation Schedule Permits, Instruction to Bidders, General Conditions, Exhibits, Supplementary Conditions, Technical Reports, Technical Specifications, Bid Submittal, Bid, Performance, and Payment 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.

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

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

2.17. The term “**Day**” shall be a calendar day unless otherwise defined in the Contract Documents. 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 County Holiday as set forth below, 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.

When the Contract Time is specified as calendar days, workdays will be established in the Special 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. The following County Holidays are non-workdays and are included in the original contract time. The County will not grant additional days for workdays that fall on County Holidays. 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. The Contractor may request permission to work on a County Holiday. The Contractor shall submit their request to work on a County Holiday a minimum of seven (7) calendar days in advance of the Holiday. However, the County is under no obligation to approve such request, and approval to work on a County Holiday is at the sole discretion of the County.

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

2.19. The term “**Effective Date of the Contract**” means the date on which the contract has been approved by the Board of County Commissioners.

2.20. The term “**Engineer of Record (EOR)**” means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the design engineering services for the Work. The Engineer of Record can also be the County Project Manager.

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

2.22. The term “**Final Completion**” means completion of all Work associated with the construction of the project, including all incomplete items, those items to be re-worked, and all contract close out documentation (i.e., Owner’s Manuals, final as-builts and record drawings, and final application for payment).

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

2.24. 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.

2.25. 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

2.26. 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.

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

2.28. 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 final completion date which is based on the number of contract days.

2.29. The term “**Project Area**” means the Roadway Project as defined in Section 1 of the Special Conditions.

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

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

2.32. The term “**Subcontractor**” means a person or entity who has direct contact 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.

2.33. The term “**Substantial Completion**” means the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents, so the County can occupy or utilize the work for its intended purpose.

2.34. 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.

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

2.36. The term “**Unit Price**” means the amount stated in the contract documents as a price per unit of measurement for materials or services required in the work.

2.37. The term “**Utility Work by Roadway Contractor**” means utility plans prepared by a utility owner and made part of this Contract by agreement with the County.

2.38. 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.

2.39. The term “**Requests for Information (RFI)**” means a written document initiated by the Contractor that is submitted to the Construction Project Manager for coordination with the County and others on a response to any of the following issues:

- a. Interpretation of a contract document provision, the meaning of which, is not clear to the Contractor;
- b. Errors, omissions or conflicts in the contract documents that are identified by the Contractor; or

c. Pay adjustment or entitlement.
The Construction Project Manager will respond to RFI's within fourteen (14) calendar days from the date received.

ARTICLE 3 – PRELIMINARY MATTERS

3.1 Delivery of Bonds

3.1. 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**, at no cost, five (5) sets of plans and one (1) Contract Document for execution of the work. Additional sets will be supplied at the discretion of the user divisions.

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 in the Notice To Proceed. 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 **Construction Project Manager** and the **County** any conflict, error, ambiguity or discrepancy which the **Contractor** may discover and shall obtain a written interpretation or clarification from the **Construction Project Manager** 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 **Construction Project Manager** 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 17.1 shall be sent to the Procurement Division at 330 West Church Street, Bartow, Florida 33831.
 - 3.5.2.3. A Construction Schedule according to FDOT Specification 8-3.2, Submission of Working Schedule as detailed in the Specification Package included in this Contract. This construction schedule shall be updated and accompany every application for payment submitted. Should the updated construction schedule show any portion of the Work to be behind, the Contractor shall submit with the updated construction schedule a detailed plan for recovery. This updated construction schedule shall be reviewed and approved by the Construction Project Manager 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 construction schedule will cause the application for payment to be rejected until such time the recovery plan is submitted.
 - 3.5.2.4. If a Traffic Control Plan (TCP) is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an alternative TCP according to the requirements FDOT Standard Specification 102-4 Alternative Traffic Control Plan for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.
 - 3.5.2.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form (Contract Exhibits XXII and XXIII) to the Construction Project Manager at least ten (10) working days prior to a road closure and at least seven (7) working days prior to a lane closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval.

- 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 pre-construction meeting attended by the **Contractor, County Project Manager, Procurement Representative, Construction Project Manager** 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, maintaining required records, and establishing the Notice to Proceed date. After the pre-construction meeting, the **Contractor** shall have ten (10) calendar days to make corrections and adjustments to their schedules and resubmit to the County for review and acceptance. No progress payment shall be made to the **Contractor** until the schedules are submitted to and deemed acceptable by the **Construction Project Manager**; but such acceptance will neither impose on the **Construction Project Manager** 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 **Construction Project Manager** as providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values shall be approved by the **Construction Project Manager** 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. Unless otherwise specified in the Contract Documents, these General Conditions and the Contract Special Conditions replace the current Division I of the FDOT Standard Specification for Road and Bridge Construction. Division II Construction Details and Division III Materials in the FDOT

Standard Specifications for Road and Bridge Construction, including all revisions current at the time of the bid, shall apply to this project. The applicable publication date of this document is prescribed in the plans.

- 4.1.3. 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 Construction Project Manager.
- 4.1.4. 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).
- 4.1.5. 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 Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 4.1.6. 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.
- 4.1.7. 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.

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 7.4, the **Contractor** shall report it to the **Construction Project Manager** and **County Project Manager** in writing at once via the Request for Information (RFI) process; and the **Contractor** shall not proceed with the Work affected thereby (except in an emergency as authorized by 7.13) until receiving written direction from the **Construction Project Manager** or 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.

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 **Construction Project Manager**, 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, Construction Project Manager** or any of the **Construction Project Manager'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 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 **Construction Project Manager'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 **Construction Project Manager** or the **Construction Project Manager'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 **Construction Project Manager**.

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**.

5.1.2. Any additional lands, rights-of-way and easements not furnished by the **County** that the **Contractor** deems necessary, including but not limited to requirements for temporary construction facilities, access and egress, or for storage, shall be obtained in writing from the affected landowner by the **Contractor** at no increase in contract price or extension in contract time, and **Contractor** shall confine his operations to those areas furnished by the **County** or obtained at its expense. The **Contractor** shall hold the **County** harmless for all liabilities associated with said work outside the project area. Before mobilizing or storing any materials or equipment, the **Contractor** shall identify the areas to be used for storage in writing to the **County**. If property other than **County** right-of-way is proposed for storage, the **Contractor** shall provide the **County** a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

5.2. Subsurface and Physical Conditions

Copies of any reports of exploration and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents are included in the Contract Documents.

5.3. Limited Reliance by Contractor Authorized Technical Data

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 Contract Documents. Except for said reliance on such “technical data,” the **Contractor** may not rely upon or make any claim against the **County**, the **Construction Project Manager** or any of the **Construction Project Manager'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 (Excluding Existing Utilities)

- 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 **Construction Project Manager**, 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 **Construction Project Manager** 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 **Construction Project Manager** shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the **Project Manager** and the **Construction Project Manager** 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 **Construction Project Manager** shall notify the **Contractor** of the determination in writing. The Work shall be performed after the **Construction Project Manager** 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 **Construction Project Manager** 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 **Construction Project Manager** 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 within the project 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 7.14), identify the owner of such Underground Facility and give written notice to that owner and to the **County** through the **Construction Project Manager**. The **County Project Manager** and the **Construction Project Manager** will promptly review the Underground Facility and determine the appropriate course of action, if any. If the **County Project Manager** concludes that a change in Contract time is required, a Change Order will be issued as provided in Article 13 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. If the **County** and the **Contractor** are unable to agree on the length of time of any such adjustment in Contract Time, the **Contractor** may make a claim as provided in Article 13. However, the **County** and the **Construction Project Manager** 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. Engineering and Layout

5.6.1.5.6.1 Control Points Furnished by the **County**: The **County** will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the project to facilitate the proper layout of the work. Normally, the **County** will furnish only one bench mark for water crossings. Preserve all reference points and bench marks that the **County** furnishes. As an exception to the above, for projects where the plans do not show a centerline or other survey control line for construction of the work (e.g., resurfacing, safety modifications, etc.) the **County** will provide only points marking the beginning and ending of the project, and all exceptions.

5.6.2. Furnishing of Stake Materials: Furnish all stakes, templates, and other materials necessary for establishing and maintaining the lines and grades necessary for control and construction of the work.

5.6.3. Layout of Work: Utilizing the control points furnished by the **County** in accordance with 5.6.1, establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items. When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such work.

- 5.6.4. Specific Staking Requirements: When performing new base construction as part of the project, set stakes to establish lines and grades for subgrade, base, curb, and related items at intervals along the line of the work no greater than 50 feet on tangents and 25 feet on curves. Set grade stakes at locations that the **County** directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.
- 5.6.4.1. For bridge construction stakes and other control, set references at sufficiently frequent intervals to ensure construction of all components of a structure in accordance with the lines and grades shown in the plans.
- 5.6.4.2. For projects where the plans do not show a centerline or other survey control line for construction of the work (resurfacing, safety modifications, etc.), provide only such stakes as necessary for horizontal and vertical control of work items.
- 5.6.4.3. For resurfacing and resurfacing-widening type projects, establish horizontal controls adequate to ensure that the asphalt mix added matches with the existing pavement. In tangent sections, set horizontal control points at 100 foot intervals by an instrument survey. In curve sections, set horizontal control points at 25 foot intervals by locating and referencing the centerline of the existing pavement.
- 5.6.4.4. Establish by an instrument survey, and mark on the surface of the finished pavement at 25 foot intervals, the points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing/widening projects, establish these points in the same manner as used for horizontal control of paving operations. Mark the pavement with white paint. If performing striping, the **County** may approve an alternate method for layout of striping provided that the **Contractor** achieves an alignment equal to or better than the alignment that would be achieved using an instrument survey.
- 5.6.4.5. For projects that include temporary or permanent striping of "no passing zones", provide the location and length of these zones as shown in the plans, except projects where the vertical or horizontal alignment is new or altered from preconstruction alignment. For projects that consist of new or altered vertical or horizontal alignment, the **County** will provide the location and length of the "no passing zones" during construction. For these projects, notify the **Construction Project Manager** not less than twenty-one (21) calendar days prior to beginning striping.
- 5.6.4.6. For all projects, set a station identification stake at each right-of-way line at 100 foot intervals and at all locations where a change in right-of-way width occurs. Mark each of these stakes with painted numerals, of a size readable from the roadway, corresponding to the project station at which it is located. As an exception to the above, for projects where plans do not show right-of-way lines, set station identification stakes at locations and intervals appropriate to the type of work being done. For resurfacing and resurfacing/widening projects, set station identification stakes at 200 foot intervals.

5.6.5. Personnel, Equipment, and Record Requirements: Employ only competent personnel and use only suitable equipment in performing layout work. Do not engage the services of any person or persons in the employ of the **County** for performance of layout work. Keep adequate field notes and records while performing as layout work. Make these field notes and records available for the **Construction Project Manager** review as the work progresses, and furnish copies to the **County** at the time of completion of the project. The Engineer's inspection, checking, or acceptance of the **Contractor's** field notes or layout work does not relieve the **Contractor** of his responsibility to achieve the lines, grades, and dimensions shown in the Contract Documents. Prior to final acceptance of the project, mark, in a permanent manner on the surface of the completed work, all horizontal control points originally furnished by the **County**.

5.6.6. Payment: Include the cost of performing layout work as described above in the Contract unit prices for the various items of work that require layout.

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 **Construction Project Manager** (and thereafter confirm such notice in writing). The **County** shall promptly consult with the **Construction Project Manager** 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.

5.7.2.1. 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

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 Performance and Payment Bonds and Other Bonds

- 6.1.1. The **Contractor** shall furnish a Performance and a Payment Bond, unless otherwise stated in the Invitation for Bid, in an amount equal to the amount recommended for award, 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 AVIII 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 Contract Documents.
- 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. Warranty / Maintenance Bond

- 6.2.1. The **Contractor** shall provide the required Warranty / Maintenance Bonds according to the requirements of the FDOT Standard Specifications for Road and Bridge Construction. Typically, a Warranty/Maintenance Bond is required for Landscaping or Traffic Signal work.

6.3. Certificates of Insurance

- 6.3.1. 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 Contract Documents.

6.3.2. The **Contractor** shall deliver to the **County**, with copies to each additional insured identified in 6.4.1, certificates of insurance (and other evidence of insurance requested by the **County** or any other additional insured such as policy endorsements and copies on actual insurance policies if requested) which the **Contractor** is required to purchase and maintain in accordance with 6.4.1.

6.4. Contractor's Liability Insurance

6.4.1. 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 the **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 insurance 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:	\$100,000
All States	Statutory
Endorsement:	
USL & H	Statutory
Endorsement:	
Voluntary	Statutory
Compensation:	

- b. Commercial General Liability Insurance, naming the County 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>\$5,000,000</u>
Each Occurrence:	\$5,000,000
M&C/CGL:	\$5,000,000
Broad Form CGL:	\$5,000,000
Contractual Liability:	\$5,000,000
Products:	\$5,000,000
Completed Operation:	\$5,000,000
Personal Injury:	\$5,000,000
Independent Contractors:	\$5,000,000
XCU Property Damage	\$5,000,000
Excel:	
Umbrella Liability:	_____

Contractors Pollution Legal Liability: \$5,000,000

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	\$5,000,000
Combined Single Limit Each Accident	

6.4.2. These policies will provide that:

- 1) The insurer(s) waive their rights of subrogation against 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. A thirty (30) day written notice of cancellation and ten (10) day notice of non-payment is required. 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 33831-9005

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

- 6.4.4. Notwithstanding any other provision of these documents to the contrary, the **Contractor** shall not provide Builder's Risk or Architects' and Engineers' Construction Project Manager 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.

6.4.5. 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.

6.4.6. Any additional insurance, if required, will be set forth in the Special Conditions.

6.5. Receipt and Application of Insurance Proceeds

6.5.1. Any loss for Builders Risk under the policies of insurance required by this Contract shall be payable to the **County**, as loss payee, 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**.

6.5.2. The **County**, as loss payee has the power to adjust and settle any loss with the insurers. If such objection is made, the **County**, as loss payee, 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 loss payee, shall adjust and settle the loss with the insurers.

6.6. Indemnification

6.6.1. 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.

6.6.2. 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.

6.6.3. 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. The superintendent shall speak and understand English and have at least one other responsible person who speaks and understands English. The superintendent shall not be replaced without written notice to the **County**, through the **Construction Project Manager**, except under extraordinary circumstances. 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 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**. If during the commencement of the work, the **County** is not satisfied with the superintendent’s work, the **County** shall have the right to request a replacement superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before.

7.1.2. The **Contractor** shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The **Contractor** shall be responsible to see that the completed Work complies accurately with the Contract Documents.

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. Equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the **Contractor** and the **Contractor** shall immediately notify the **County** and the **Construction Project Manager** of the incident and cleanup / repair efforts. The **Contractor** shall clean up and dispose of any hazardous material according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the **County**.

7.2.3. All material and equipment shall be new and of good quality, except as otherwise provided in the Contract Documents. The **Contractor** shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the **County** immediately upon delivery or as soon thereafter as is practical. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed, as approved by the **Construction Project Manager**.

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 **Construction Project Manager** 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 **Construction Project Manager**. 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 **Construction Project Manager** in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the **Construction Project Manager** 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 **Construction Project Manager**. 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. These costs are considered incidental to the Work. Permits, if any, that are provided and paid for by the **County**, are listed in the Contract Documents. 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.

7.6.2. As required by the appropriate Water Management District (WMD), before beginning any dewatering activities, (whether it is discharged offsite or not), the WMD must be notified. The **Contractor** shall provide the **County** with a forty eight (48) hour advance notification of any de-watering activities so the **County** can properly notify the WMD. If the **Contractor's** dewatering activity results in offsite discharge to wetlands or surface waters, a permit modification of the original construction permit would be required. Furthermore, if the **Contractor's** dewatering activity results in offsite discharge to wetlands or surface waters, the **Contractor** is to prepare a written dewatering plan and submit said plan to the **County** and the appropriate WMD for approval. The cost for preparing the dewatering plan, the installation thereof and the dewatering shall be included in the unit price for the work requiring dewatering.

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 **Construction Project Manager**

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 **Construction Project Manager**, 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. 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 any amounts due the **Contractor**. 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 maintain in a safe place at the site, one (1) record copy of all Drawings, Specifications, Addenda, Permits, Change Orders, Change Requests, Field Orders correspondence, field test records, **Contractor's** daily reports and construction photographs, and written interpretations and clarifications in good order, and annotated to show all changes made during construction. These record documents, together with all approved samples and shop drawings, will be available at all times

during regular working hours to the **Construction Project Manager** and the **County**. In addition, the **Contractor** shall submit on a daily basis, two (2) copies of the preceding day's daily report to the **County** through the **Construction Project Manager**. The record drawings shall be marked up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well organized manner and are to include the elevation and plan location of all utilities, structures, etc., encountered or installed. A "record" survey book shall be kept and shall include the following items:

1. The location and elevation of all existing Underground Facilities, utilities and structures, etc. encountered.
2. The finished location and elevation of all Underground Facilities, utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, curbs, driveways, pavement and any and all underground structures.

7.10.2. All record notes shall be kept in book(s) designed "record" and no other survey notes will be kept in such books. The **Contractor** will be required to review with the **County** the status of the "as built" plans and the record survey notes in connection with the **County** evaluation of each Application for Payment. Failure to maintain record documents current shall be just cause to withhold payments for Work performed. Upon completion of the Work, the **County** shall deliver to the **Contractor** a reproducible set of current Plans. The **Contractor** will transfer all his "as-built" information to these reproducibles and deliver the resultant as-built set of plans, together with the record survey book to the **Construction Project Manager** for the **County**. Each completed set of "As-Built" drawings must include on its face, a certified statement by the **Contractor** that the set of "As-Built" drawings accurately depicts the actual Work as constructed. "As-Built" drawings must meet WMD requirements and at a minimum shall include roadway template data on 100' cross sections including curb elevations, structure invert elevations and outfall elevations.

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:
1. All employees on the Work and other persons who may be affected by it.
 2. 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**.
 3. 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.
 4. When the performance of the Work requires the use of shoring, sheet piling and other special construction related to excavation, and when required by Laws or Regulations, the **Contractor** shall cause the design of said shoring, sheet piling and other special construction to be performed

by a registered Construction Project Manager engineer licensed in the State of Florida. The **Contractor** shall submit, as a Shop Drawing, a certification by the registered engineer, stating that it has complied with this requirement. The **Contractor** shall meet all requirements of such designs prepared by a registered engineer. In addition to any requirements imposed by law, the **Contractor** shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work.

- 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:
1. 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.
 2. Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.
 3. Criminal/Willful Violation: A repeat violation of a previously cited willful violation.
- 7.11.4. Violation of Serious, Willful or Criminal violation may have the following consequences:
1. 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**.
 2. 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.

3. 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.

- 7.11.5. 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.
- 7.11.6. 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**.
- 7.11.7. 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 **Construction Project Manager**. All communications to the superintendent shall be as binding as if given to the **Contractor**.
- 7.11.8. 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 **Construction Project Manager** 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.
- 7.11.9. 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.
- 7.11.10. 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.

7.11.11. 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.

1. The **Contractor** and its employees and Subcontractors are strictly prohibited from the following:
 - a) Using illegal drugs on **County** property;
 - b) 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.
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 **Construction Project Manager** if time or circumstances do not permit, is obligated to prevent or mitigate threatened damage, injury or loss. The **Contractor** shall give the **Construction Project Manager** 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 **Construction Project Manager** 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 **Construction Project Manager** 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, Shop Drawings, and Samples

- 7.14.1. In general, the **County** requires shop drawings for items of work not fully detailed in the plans which require additional drawings and coordination prior to constructing the item, including but not limited to:
- a. Bridge components not fully detailed in the plans, i.e. segments, steel girder details, post-tensioning details, handrails, etc.
 - b. Retaining Wall Systems
 - c. Precast Box Culverts
 - d. Non-standard lighting, signalization and signing structures and components
 - e. Building Structures
 - f. Drainage structures, attenuators, and other nonstructural items
 - g. Design and structural details furnished by the Contractor in compliance with the Contract
 - h. Temporary Works affecting public safety
 - i. Bridge Structural Steel and Miscellaneous Metals
 - j. Bridge Concrete components that are not cast-in-place
 - k. Major and Unusual Structures
 - l. Minor modifications to the permanent works for the purposes of expediting the **Contractor's** chosen construction methods
 - m. Requirements in Provision 7.11.1.5

7.14.2. Other provisions of the Contract Documents may waive the requirement for submittals for certain items; e.g., items constructed from standard drawings or those complying with alternate details for pre-stressed members under FDOT Standard Specification Section 450. The Special Conditions may also list the submittals required.

7.14.3. After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, the **Contractor** shall submit to the **Construction Project Manager** for review and approval in accordance with the accepted schedule of Submissions, seven (7) copies for use by the **County, Construction Project Manager** and any additional copies as required by the **Contractor** (unless otherwise specified in the Contract Documents) of all Submittals and Shop Drawings, which shall have been checked by and stamped with the approval of **Contractor** and identified as the **Construction Project Manager** may require. The **Contractor** shall submit a copy of the transmittal letter providing drawing numbers and titles for each item included in Submittals and Shop Drawings to the **Construction Project Manager**.

7.14.4. The **Contractor** shall also submit to the **Construction Project Manager** for review and approval, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of the **Contractor**, identified clearly as to material, manufacturer, any pertinent data such as catalog numbers and the use for which it is intended.

7.14.5. The **Contractor's** stamp of approval on any Submittal, Shop Drawing or sample shall constitute its representation to the **County** and the **Construction Project Manager** that the **Contractor** has either determined and verified all quantities, dimensions, field construction criteria, materials,

catalog numbers, specified performance criteria, and similar data or assumes full responsibility for doing so, and that the **Contractor** has reviewed or coordinated each Submittal, Shop Drawing or sample with the requirements of the Work and the Contract Documents.

7.14.6. At the time of each submission, the **Contractor** shall in writing call the **Construction Project Manager's** attention to any deviations that the Submittals, Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each submission of such variation.

7.14.7. The **Construction Project Manager** will review Submittals, Shop Drawings and review samples and return the **Contractor's** submittals stamped with the following notation:

- APPROVED
 - APPROVED AS NOTED
 - REVISE AND RESUBMIT
 - NOT APPROVED
- Reviewed By: ____
- Date: -----

7.14.8. Approval is only for general conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The **Contractor** is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the Work of all trades.

7.14.9. The **Construction Project Manager's** review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of Equipment and systems designed by the **Contractor**, engineering design furnished by the **Contractor**, the Contractor's means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto, the correctness of which shall remain the sole responsibility of the **Contractor**. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The **Contractor** shall make any corrections required by the **Construction Project Manager** and shall return the required number of corrected copies of Submittals and Shop Drawings and resubmit new samples for review. The **Contractor** shall direct specific attention in writing to revisions other

than the corrections called for by the **Construction Project Manager** on previous submittals.

7.14.10. The **Construction Project Manager's** review and approval of Submittals, Shop Drawings 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 **Construction Project Manager's** attention to each such variation at the time of submission and the **Construction Project Manager** has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal, Shop Drawing or sample approval; nor will any approval by the **Construction Project Manager** relieve the **Contractor** from responsibility for errors or omissions in the Submittals, Shop Drawings or samples or from responsibility for having complied with the provisions of 7.14.4.

7.14.11. Where a Submittal, Shop Drawing or sample is required, no related Work shall commence until the submittal has been returned by the **Construction Project Manager** and noted "Approved" or "Approved As Noted".

7.14.12. All costs incurred in connection with the **Construction Project Manager's** review and return of a particular Submittal, Shop Drawing or sample submission after the **Construction Project Manager's** second review shall be borne by the **Contractor**, including the **Construction Project Manager's** charges to the **County** under the terms of their agreements with the **County**. The **County** shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

7.14.13. In reviewing Submittals, Shop Drawings or samples, the **Construction Project Manager** shall be allowed thirty (30) days from the date the **Construction Project Manager** receives the submittal or re-submittal from the **Contractor** to return the submittal in accordance with this Section, unless otherwise provided in the Contract Documents. The **Construction Project Manager's** review and return of a Submittal, Shop Drawing or sample within the time allowed shall not justify an increase in the Contract Price or an extension in Contract Time. Any delay in connection with the **Contractor's** submittal and any re-submittal of a particular Submittal, Shop Drawing or sample shall represent delays under the control of the **Contractor** and shall not justify an increase in Contract Price or an extension in Contract Time.

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 **Construction Project Manager** and the others whose work will be affected. The **Contractor** is not entitled to exclusive use of the site.

8.1. 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 **Construction Project Manager** 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 **Construction Project Manager**.

9.1. The **County** shall furnish the data required under the Contract Documents and shall make payments to the **Contractor** when due as provided in Article 17.

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

ARTICLE 10 – CONSTRUCTION PROJECT MANAGER'S STATUS DURING CONSTRUCTION

10.1 County's Representative

10.1. The **Construction Project Manager** shall be a representative of the **County** during the construction period. The duties, responsibilities and limitations of authority of the **Construction Project Manager** as the **County's** representative during construction are set forth in these General Conditions.

10.2. Visits to the Site

10.2.1. The **Construction Project Manager** 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 **Construction Project Manager** shall issue such written clarifications or interpretations of the Contract Documents (in the form of

Revised Plan Sheets from the EOR, Drawings, RFI's, 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 **Construction Project Manager** has the authority to disapprove or reject Work, which is defective. The **Construction Project Manager** also has authority to require special inspection or testing of the Work at the **Contractor's** expense, as provided in Article 16, whether or not the Work is fabricated, installed or completed when the work has been declared defective.

10.5. Decisions on Disagreements

10.5.1. The **Construction Project Manager** shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If the **Contractor** disagrees with the **Construction Project Manager'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 **Construction Project Manager** in writing with a request for a formal decision. The **Construction Project Manager** will render in writing their opinion concerning the **Contractor's** request for a formal decision and shall submit same to the **County Project Manager**. After receipt of the **Construction Project Manager's** written opinion and all information requested from the **Contractor**, the **County Project Manager** shall render a formal decision in writing, which shall then be conveyed to the **Contractor** by the **Construction Project Manager**. Written notice of each claim, dispute and other matter shall be delivered by the **Contractor** to the **Construction Project Manager** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Construction Project Manager** within fifteen (15) calendar days after the occurrence unless the **Construction Project Manager** 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.

10.6. Limitation on Construction Project Manager's Responsibilities

10.6.1. Neither the **Construction Project Manager'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 **Construction Project Manager** to the **Contractor**, any Subcontractor, any of their agents or employees.

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

10.6.1.2. The **Construction Project Manager** 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. Without invalidating the Contract, the **County** may at any time order additions, deletions or revisions in the Work. The **Construction Project Manager** 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 **Construction Project Manager** 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.

11.2. 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 7.13. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

11.3. Upon agreement as to changes in the Work to be performed, work performed in an emergency as provided in Article 7.13, and any other claim of the **Contractor** for a change in the Contract Time or the Contract Price, the **Construction Project Manager** will prepare a written Change Order to be signed by the **Construction Project Manager** and the **Contractor** and submitted to the **County** for approval.

11.4. 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.

11.5. 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 Article 12. 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, 12,13, and 19 but the **Contractor** shall nevertheless be obligated to fully perform the Work as directed by the Construction Change Directive.

11.6. 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 **Construction Project Manager** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Construction Project Manager** 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) and the actual quantities required to complete the Work. The County does not re-negotiate unit prices for Significant Changes as defined in FDOT Division I Specifications.

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 Items

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 **Construction Project Manager**, such costs shall be in amounts no higher than those prevailing in the area of the Work and may include the categories listed below.

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

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

12.2.4. Rented Equipment (at actual rental rate)

12.2.5. Material

12.2.6. Supplies

12.2.7. Subcontractors' Costs

12.2.8. Bonds and Insurance

12.2.9. Contractor's Fee (per 12.3)

12.2.10. Permit Fees

12.2.11. 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.

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

12.2.12.1. 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.

- 12.2.12.2. Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.
- 12.2.12.3. Expenses of **Contractor's** principal and branch offices other than the **Contractor's** office at the site.
- 12.2.12.4. 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.
- 12.2.12.5. 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).
- 12.2.12.6. 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.
- 12.2.12.7. 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 **Construction Project Manager**. 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 **Construction Project Manager**, 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 It is the Contractor's duty, responsibility and obligation to perform the Work in accordance with the Contract Documents within the authorized Contract Time. The Contractor shall not submit a CPM Baseline Schedule showing less time than the original contract time established in the Contract Documents. 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 **Construction Project Manager** 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 **Construction Project Manager** 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 **Construction Project Manager**, 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 **Construction Project Manager** 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. The **Contractor** shall have no entitlement to any monetary compensation for any delays. Any time granted by the **County** shall be non-compensable Contract Time.

ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)

14.1 Neither the **County** nor the **Contractor** shall be considered to be in default of the Contract if delays in, or failure of performance, shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this

Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.1.1. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

14.1.2. The nonperforming party shall, within five (5) days after being prevented or delayed from performance by an Uncontrollable Force, deliver written notice to the other party particularly describing the circumstance and Uncontrollable Forces preventing its continued performance of the obligations of this Contract and a good faith estimate as to the anticipated duration of the delay.

ARTICLE 15 – WARRANTY AND GUARANTEE

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 **Construction Project Manager**. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in Article 16.

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**.

Article 16 – ACCEPTANCE OF DEFECTIVE WORK

16.1 Tests and Inspections

16.1.1. 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 **Construction Project Manager** 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 **Construction Project Manager** 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 **Construction Project Manager** 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 **Construction Project Manager** and at the **Contractor's** expense.

16.1.2. Neither observations by the **Construction Project Manager** or the **County 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.

16.2. Access to the Work

16.2.1 For the duration of the Work, the **Construction Project Manager** 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.

16.3. Uncovering the Work

16.3.1. If any work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the **Construction Project Manager**, or if any work is covered contrary to the request of the **County Project Manager**, the work shall, if requested by the **Construction Project Manager** or the **County Project Manager**, be uncovered for observation, inspection, testing or approval and replaced at the **Contractor's** expense. If it is found that such Work is defective, the Contractor shall bear the expense of removal and replacement of the Work.

16.4. Stop Work

16.4.1. 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.

16.5. Correction or Removal of Defective Work

16.5.1. When directed by the **Construction Project Manager**, the **Contractor** shall promptly, without cost to the **County** and as specified by the **Construction Project Manager** either correct the defective work whether fabricated, installed or completed, or remove it from the site and replace it with non-defective work. If the **Contractor** does not correct such defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the **Construction Project Manager**, 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.

16.6. 16.6 Acceptance of Defective Work

16.6.1. 16.6.1 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.

16.7. 16.7 Neglected Work by Contractor

16.7.1. 16.7.1 If the **Contractor** neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the **Construction Project Manager** 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**.

- 16.7.2. 16.7.2 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 17 – PAYMENT AND COMPLETION

17.1 Schedule of Values

- 17.1.1. *Omitted intentionally, not applicable with State funding.*
- 17.1.2. *Omitted intentionally, not applicable with State funding.*

17.2. Application for Progress Payment

Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers

- 17.2.1. 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 **Construction Project Manager** 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.
- 17.2.2. 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 **Construction Project Manager** 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.

17.3. Contractor's Warranty of Title

17.3.1. **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.

17.4. Approval of Payments

17.4.1. By signing and submitting an Application for Payment, the **Contractor** certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents. When the Contract contains Utility Work by the Roadway Contractor the **Contractor** shall prepare a separate Application for Payment for each utility participating in the Utility Work by the Roadway Contractor. The **Contractor** shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.

17.4.2. The **Construction Project Manager**, 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 **Construction Project Manager'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.

17.4.3. The **Construction Project Manager's** recommendation of any payment requested in an Application for Payment will constitute a representation by the **Construction Project Manager** to the **County** based on the **Construction Project Manager's** review of the Application for

Payment and the accompanying data and schedules, that to the best of the **Construction Project Manager'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 **Construction Project Manager's** responsibility to observe the Work.

17.4.4. By recommending any such payment, the **Construction Project Manager** 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 **Construction Project Manager** 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**.

17.4.5. The **Construction Project Manager's** recommendation of any payment, including final payment, shall not mean that the **Construction Project Manager** 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.

17.4.6. The **Construction Project Manager** may refuse to recommend the whole or any part of any payment if, in the **Construction Project Manager's** opinion, they are unable to make the representation that the Application is acceptable to the **County**. The **Construction Project Manager** 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 **Construction Project Manager'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.

17.4.7. 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.

17.5. Substantial Completion

17.5.1. 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.

17.5.2. 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.

17.5.3. 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.

17.5.4. 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.

17.5.5. 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.

17.6. Final Completion

17.6.1. To receive the Certificate of Final Completion, the **Contractor** must have completed and submitted the following within the authorized Contract Time: contract close-out documents such as **County** approved Certified As-built Survey Drawings and electronic files, final Application for Payment request including evidence of insurance and consent of surety to final payment, completed punch list, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 6.3, certificates of inspection, and any other outstanding items listed on the Certificate of Substantial Completion.

17.6.2. No final payment will be processed by the **County** until all required documentation by the **Contractor** has been accepted and approved by the **Construction Project Manager** and the **County**.

17.6.3. Notwithstanding any other provision of these Contract Documents to the contrary, the **County** and the **Construction Project Manager** 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 **Construction Project Manager** for all claims arising from or resulting from subcontractor, supplier, material men or laborer services in connection with this project.

17.6.4. The **Contractor** will indemnify the County and **Construction Project Manager** for any damages sustained including lost revenues resulting from the **Contractor's** failure or refusal to perform the work required by these contract documents.

17.6.5. If, on the basis of the **Construction Project Manager's** observation of the Work during construction and final inspection, and the **Construction Project Manager's** review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the **Construction Project Manager** is satisfied that the Work has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Construction Project Manager** will, after receipt of the final Application for Payment, indicate in writing the **Construction Project Manager's** recommendation of payment and present the Application to the **County** for payment. At the same time, the **Construction Project Manager** will also give written notice to the **County** and the **Contractor** that the Work is acceptable subject to the provision of 17.7. Otherwise, the **Construction Project Manager** 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. Warranties required by the Contract Document shall commence on the date specified on the Certificate of Final Completion unless otherwise specified.

17.7. Waiver of Claims

17.7.1. 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.

17.7.2. 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 17.5; 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 18 - SUSPENSION OF WORK AND TERMINATION

18.1 Suspension of Work

18.1.1. 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 Construction Project Manager, 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.

18.2. Termination for Cause

18.2.1. Upon the occurrence of any one or more of the following events by the **Contractor**:

(a) fails to begin the work under the Contract within the time specified in the Notice to Proceed;

(b) fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;

(c) performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the **County Project Manager** rejects as unacceptable and unsuitable;

(d) discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the **Construction Project Manager** notifies the **Contractor** to do so;

(e) becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;

(f) allows any final judgment to stand against him unsatisfied for a period of ten calendar days;

(g) makes an assignment for the benefit of creditors;

(h) fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;

(i) fails to comply with the **Construction Project Manager's** written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or

(j) for any other cause whatsoever, fails to carry on the Work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the **County**;

(k) fails to comply with the provisions of Chapter 119 of the Florida Statutes;

(l) If the **Contractor** disregards laws or regulations of any public agency having jurisdiction;

(m) If the **Contractor** disregards the authority of the **Construction Project Manager** or the **County Project Manager**; or

(n) If the **Contractor** otherwise violates in any substantial way any provisions of the Contract; if the **Contractor**, within a period of ten (10) calendar days after receiving written notice from the **County** delivered to the **Contractor** and the Surety specifying the default(s) as described in subparagraphs (a) through (n) above, fails to correct the conditions of which complaint is made, the **County** will have full power and authority, without violating the Contract, to take possession of the Work out of the hands of the **Contractor** and to declare the **Contractor** in default.

18.2.2. 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.

18.3. Termination for Convenience

18.3.1. The **County** may terminate the entire Contract or any portion thereof, if the **County** determines that termination is in its best interest. The **County** will deliver to the **Contractor** written notice of termination specifying the extent of termination and the effective date. When the **County** terminates the entire Contract, or any portion thereof, before the **Contractor** completes all items of Work in the Contract, the **County** will make payment for the actual number of units or items of Work that the **Contractor** has completed, at the Contract unit price, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The **County** will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts). The **County** will consider reimbursing the **Contractor** for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that the **Contractor** has completed is too small to compensate the **Contractor** for these expenses under the Contract unit prices. The **County** may purchase at actual cost acceptable materials and supplies procured for the work, that the **County** has inspected, tested, and approved and that the **Contractor** has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as the **County** may designate. Termination of a contract or a portion thereof, under the provisions of this article, does not relieve the **Contractor** or the surety of its responsibilities for the completed portion of the Contract or its obligations for and concerning any just claims arising out of the work performed. All **Contractor** claims for additional payment, due to the **County's** termination of the entire Contract or any portion thereof, must meet the requirements of Article 12.

18.4. Completion of Work by County

18.4.1. Upon declaration of default, the **County** will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to

complete the work under the Contract, or may use other methods to complete the Work in an acceptable manner. The **County** will charge all costs that the **County** incurs because of the **Contractor's** default, including the costs of completing the Work under the Contract, against the **Contractor**. If the **County** incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the **Contractor** and the surety shall be liable and shall pay the **County** the amount of the excess. Such costs incurred by the **County** shall be verified by the **Construction Project Manager** and incorporated in a Change Order but in finishing the work the **County** shall not be required to obtain the lowest figure for the work performed. The **Contractor's** obligation to pay the difference between such costs and such unpaid balance shall survive termination of the Contract. If, after the ten (10) day notice period and prior to any action by the **County** to otherwise complete the work under the Contract, the **Contractor** establishes his intent to complete the Work in accordance with the **County's** requirements, then the **County** may allow, in its sole discretion, the **Contractor** to resume the Work, in which case the **County** will deduct from any monies due or that may become due under the Contract, any costs to the **County** incurred by the delay, or from any reason attributable to the delay.

ARTICLE 19 – DISPUTES / CLAIMS

19.1 The **Contractor** shall notify the **County** in writing of all disputes / claims arising under this Contract or its interpretation whether involving law, fact or both, or extra work, and all claims for alleged breach of contract within fourteen (14) calendar days of the commencement of the dispute. 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.

19.1. When submitting a claim, the **Contractor** shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the **Contractor's** best knowledge and belief, and that the amount of the claim accurately reflects what the **Contractor** in good faith believes to be the **County's** liability. Such certification must be made by an officer or director of the **Contractor** with the authority to bind the **Contractor**. 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 fourteen (14) calendar days of its commencement, the claim will be considered only for a period commencing fourteen (14) calendar 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.

19.2. If the **Contractor** does not agree with any decision of the **County**, the **Contractor** shall be required to seek, prior to instituting any action in a court of law, 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** in its discretion. 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. 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 is proceeding under protest and that the matter in question may be expected from the final releases.

ARTICLE 20 – MISCELLANEOUS

20.1 Limitation of Liability

20.1.1. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

20.2. Severability

20.2.1. The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract; any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

20.3. Waiver

20.3.1. A waiver by either the **County** or the **Contractor** of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Contract. Except as otherwise stated in Section 17.7, the making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Contract shall not waive such default or breach, or any subsequent default or breach of this Contract, and shall not be construed as doing so.

20.4. Governing Law and Venue

20.4.1. This Contract shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

20.5. Attorneys' Fees and Costs

20.5.1. Each party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Contract, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

20.6. Non-Discrimination

20.6.1. The **Contractor** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

20.7. Public Entity Crimes

20.7.1. 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.

20.8. Survival of Representations and Warranties

20.8.1. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Contract. Also, the obligation of the **Contractor** to maintain the work until initiation of operation shall survive final payment, termination or completion of the Contract.

ARTICLE 21-Unauthorized Alien(s):

21.1.1 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 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 construction contract bid amount or \$250,000, whichever amount is less, will be included in the contract price. No individual Allowance Work authorization greater than \$100,000 shall be effective without the prior 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 by an approved change order.

23.1.3. The number of calendar days specified in the construction contract for performance of the contract 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 by an approved change order.

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 Contract 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 LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: 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.

ARTICLE 27 – 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 28 - Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

- (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
- (b) the Vendor 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 Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
- (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

- (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor 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 Agreement are greater than or equal to One Million Dollars (\$1,000,000).

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 Contractor's requisition from the supplier and the supplier's 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 Contractor's requisition to the supplier and the supplier's 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, ensuring 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 B – CONDITIONS OF CONTRACT

SUPPLEMENTAL CONDITIONS

Thompson Nursery Road Extension Phase I - Segment 1

Project No. 5400203

FPID# Project No. 452355-1-54-01

1. PROJECT DESCRIPTION, PROJECT LOCATION & SCOPE OF WORK

- 1.1. Description: The project consists of the Thompson Nursery Road Extension in Winter Haven, Florida. The limits of construction begin at SR 540 and US 17 and extend 1.9 miles to the southeast and ends south of Rifle Range Road (CR 655) and Eloise Loop Rd.
- 1.2. Location: From Bartow: Go east on US-98 S for 0.3 miles. Turn north onto US-17 N and go 7.8 miles to the intersection of Winter Lake Road (SR 540) and US 17. All distances are approximate.
- 1.3. Scope of Work: Work includes, but is not limited to, roadway construction including drainage and pedestrian features, signing and pavement markings, traffic signal installation, and maintenance of traffic.
- 1.4. The CADD files are available upon request. The data within the CADD files is subject to change and it is the contractor's responsibility to request updates when necessary. Should the contractor choose to generate information from the CADD files, other than that which is shown on the signed and sealed plans, the contractor does so at its own risk.
- 1.5. Estimated construction cost is \$44,351,450.00 and the calendar days to final completion is 1,033.

2. QUALIFICATION REQUIREMENTS

- 2.1. The prime contractor or subcontractors shall be on the **Current List of FDOT Prequalified Contractors** in the following work classes: Drainage; Flexible Paving; Grading; Guardrail; Pavement Marking; Roadway Signing; Traffic Signal; Hot Plant-Mixed Bituminous Courses; Electrical Work; and Sidewalk.
- 2.2. Contractor must have been in business under the same name or EIN number for a minimum of 5 years.
- 2.3. The Successful bidder must possess or purchase a Polk County Local Business Tax Receipt (f/k/a Business License) to do business with the County. A copy of such license or proof of purchase must be provided to the Procurement Division prior to award being made.
- 2.4. Contractor must provide three (3) references from clients in which the bidder has successfully completed projects similar in scope as the prime bidder, within the past ten (10) years. Each reference should include:
 - Name of the client
 - Address of the client

- Contact person to include:
- Phone number and email address
- Brief description of the project.
- Project address
- Date project completed.
- List of all subcontractors used for project.

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 contact and verify all references provided.

- 2.5. **Percentage of Work:** The prime contractor shall perform a minimum of 40% of all work contained within the scope of work as outlined in the bid documents and special conditions. This percentage of work requirement does not include the furnishing of materials or equipment in the construction, if not installed by the primary contractor.

3. BASIS OF AWARD

- 3.1. Lowest responsive and responsible bidder meeting qualifications and specifications.
- 3.2. A pre-award meeting may be required during the bid analysis phase. Prior to a recommendation of award being issued by the Procurement Director, a pre-award meeting will be conducted with the County, EOR, Construction Project Manager and the apparent low bidder. This pre-award meeting will be conducted to confirm that the apparent low bidder can perform the required services according to the bid document.

A memorandum of understanding between the County and the apparent low bidder shall be executed within 5 days after the pre-award meeting.

4. PERMITS

- 4.1. The Following permits have been acquired by the County for the project:
SWFWMD; USACOE
- 4.2. It shall be the Contractor's responsibility to submit the application, pay application fees and acquire the Florida Department of Environmental Protection (FDEP) Generic Permit for Stormwater Discharge from Construction Activities.
- 4.3. The contractor is required to obtain a Right-of-Entry from CSX prior to performing any work inside CSX right-of-way. County will reimburse the contractor for the costs of the Right-of-Entry. No mark-up is allowed for Right-of-Entry reimbursement. Bidders shall include CSX flagger costs in their Maintenance of Traffic price. Bidders shall include railroad insurance in their Mobilization price. Information on CSX railroad insurance can be viewed in the CSX Public Project Information Manual.

5. CERTIFIED AS-BUILT SURVEY DRAWINGS

- 5.1. The Contractor shall prepare and provide the As-Built Survey Drawings to the County in .pdf format and AutoCAD format.

6. DEFINITIONS

- 6.1. "Certified As-Built Survey Drawings": Means as-built or record survey drawings or maps prepared by a Professional Land Surveyor (PLS) or Professional Surveyor and Mapper (PSM) according to the requirements of F.A.C. 61G17-6.005 Construction Layout Survey, Record or As-Built Survey, Quantity Survey. Certified As-Built Survey Drawings includes both hard copy drawings or maps and the electronic files prepared in AutoCAD® format compatible with the County's computer system. The following are minimum requirements to be shown:
 - 6.1.1. Roadway Site Perimeter - Sufficient spot elevations to show as-built topography.
 - 6.1.2. Driveway Areas - Sufficient spot elevations to show drainage and slopes.
 - 6.1.3. Right-of-Way Swale/Drainage - All culvert inverts; swale flow-line grades; beginning and end bottom elevations; highs and lows along top of bank; and size of swale.
 - 6.1.4. Underdrains/Pipe Culvert/PVC Sleeves - All inverts, inlet grate and bottom elevations, and sizes.
 - 6.1.5. Outfalls - All pipe inverts, weir box elevations, weir elevation, and sizes.
 - 6.1.6. Roadway/Off Site Drainage - All inverts; manhole top elevation; grate top elevations all storm and sanitary, if applicable.
 - 6.1.7. Pavement width; curb width; shoulder width; sidewalk and bike path widths, every 100 feet.
 - 6.1.8. Elevations; sidewalk; bike path; top and bottom of curb; edge of pavement; and center line of road, every 100 feet.
 - 6.1.9. Install new roadway alignment control points upon final roadway completion. Include all intersections and side streets. Latitude, departure and elevations for all control points.
 - 6.1.10. Stations and offsets, all structures (including power poles, drainage structures, etc.)
- 6.2. "County Project Manager": Means the person designated as an agent or representative of the County for the purpose of directing or being in charge of the work embraced in this contract.
- 6.3. "FDOT": Means the Florida Department of Transportation.
- 6.4. "Inspector": Means the Professional's person designated as an agent or representative of the County to perform construction inspection.
- 6.5. "Plans": Means certified construction drawings prepared by the Engineer of Record (EOR).
- 6.6. "Specialty Engineer": Means a Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the project work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant. The Specialty Engineer must be

qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation. For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications: (1) Registration as a Professional Engineer in the State of Florida; (2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

- 6.7. "Utility Work by Highway Contractor": Means utility work described plans prepared by a utility owner and made a part of this Contract by agreement with the County.
- 6.8. "Bridge" – a structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

7. GENERAL

- 7.1. The Contractor is solely responsible for all work called for in the Contract Documents according to the terms of the Contract Documents and this responsibility cannot be transferred to subcontractors.
- 7.2. The hierarchy of authority for this contract shall be:
- First (Highest): Polk County Director of Roads & Drainage
 - Second: Polk County Engineering Manager
 - Third: Polk County Project Manager
- 7.3. No work shall be performed under the provisions of this contract on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the Contractor and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the County Project Manager prior to the associated work being performed. The Contractor shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.
- 7.4. Upon execution of the Contract, the County reserves the right to conduct an audit of the Contractor's records pertaining to the project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter.

8. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

- 8.1. When the Standard Specifications, Special Provisions, Supplemental Specifications or Technical Special Provisions refer to:
- 8.1.1. "The Engineer" in the role of construction inspection and construction management, this term is the same as "Construction Project Manager" as defined in the Contract Documents.

- 8.1.2. "The Department" or "FDOT" in the role of owner of the project, the interpretation of the document shall be that the reference is to the County as the owner of the project.
- 8.1.3. "State Road," it shall mean any public roadway.
- 8.1.4. "The Department's acceptance tests," it shall mean the tests adopted by the County.
- 8.1.5. "The District and/or Central Labs," it shall mean the Contractor's testing subcontractor authorized by the County.
- 8.2. If any conflicts exist between the specifications prescribed in the Contract Documents, the more stringent requirement shall apply. In case of discrepancy, the governing order of the contract documents is as follows:
 - 1. Special Conditions
 - 2. Technical Special Provisions
 - 3. Plans
 - 4. Road Design, Structures and Traffic Operations Standards
 - 5. General Conditions
 - 6. FDOT Supplemental Specifications
 - 7. Standard Specifications
 - 8. Supplementary Conditions (JPA / Utility)

Computed dimensions govern over scaled dimensions.
- 8.3. FDOT Standard Specification Section 9-2.1.2 Bituminous Material shall apply to this contract.
- 8.4. FDOT Standard Specifications 9-1.3, 9-3.1, 9-3.2 shall apply to this contract.
- 8.5. In sub article 9-3 of the FDOT Standard Specifications the reference to 4-3.2 is changed to County General Condition Article 11.

9. TESTING AND INSPECTIONS

- 9.1. The Contractor is responsible for all required testing on the project except when the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Contractor. For these inspections and testing, the Contractor shall give the County 48-hours notice to prepare for the required inspections or testing. All such inspections, tests or approvals performed by the County shall be identified in writing by the County Project Manager to the Contractor as well as the name of the testing facility that will be performing the inspections and testing.
- 9.2. Except as described above, all inspections, tests or approvals shall be at the Contractor's expense and shall be included in the unit cost for the appropriate pay item. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the Contractor will furnish the County Project Manager 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 (ASTM) 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 County Project Manager and at the Contractor's expense.

- 9.3. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. With the exception of Asphalt Plant, The County Project Manager's staff is responsible for required verification testing on the project and will coordinate this work with the Contractor's Quality Control Manager. If there is a discrepancy between the contractor's quality control test and the County Project Manager's verification test, and if either one of the tests fail to meet minimum Specification requirements, both parties will jointly take a split resolution sample and deliver the sample to a pre-determined, independent testing lab contracted by the County. The independent testing lab will not be the same lab providing verification testing services for the County. The results from the independent resolution lab shall be used and accepted by both parties as the final testing results representing the portion of material in question.

10. MATERIALS

- 10.1. The Contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County immediately upon delivery or as soon thereafter as is practical.
- 10.2. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the Contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

11. WORKSITE VISIBILITY

- 11.1. No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Contract time extensions for substandard visibility shall be assessed according to Article 13 of the General Conditions.

12. FIELD OFFICE

- 12.1. When a Field Office is included in the Contract, the unit cost for the Field Office shall include electric, telephone, water, sanitary and high-speed internet, including all required application and inspection fees and deposits.

13. EROSION CONTROL

- 13.1. The Contractor shall conform to the requirements of Polk County Ordinance No. 93-06 and the FDOT Standard Specifications Section 104.
- 13.2. When erosion control devices or measures fail to prevent erosion or pollution, the Contractor shall be responsible for removing or cleaning up the eroded materials or pollution to the satisfaction of the County and/or State agency having jurisdiction at no additional cost to the County.

- 13.3. The Contractor shall remove and dispose of temporary erosion control devices after construction and/or establishment of the associated permanent erosion control devices or as directed by the County. The cost for removal shall be included in the unit price for the individual erosion control devices.

14. GRASSING

- 14.1. Immediately before placing or installing grassing of any type (i.e., seed, seed and mulch, sod), the Contractor shall shape and rake the prepared soil surface by hand. The cost for shaping and raking shall be included in the unit price for the associated grassing pay item.

15. MAINTENANCE OF TRAFFIC

- 15.1. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.
- 15.2. If a TCP is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an Alternative TCP in accordance with FDOT Standard Specification Section 102 for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County.
- 15.3. If a TCP is not provided in the construction plans, the Contractor shall prepare a TCP according to the requirements of the FDOT Plans Preparation Manual, the FDOT Roadway and Traffic Design Standards and the FDOT Standard Specifications for Road and Bridge Construction. The TCP shall be prepared by, and signed and sealed by, a Specialty Engineer that is certified by a FDOT approved training agency which meets the FDOT maintenance of traffic training requirement for advanced training. The Contractor shall submit a copy of the certification that the Specialty Engineer is certified by a FDOT approved training agency that meets the FDOT maintenance of traffic training requirement for advanced training. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.
- 15.4. The Contractor shall provide the County a copy of the contractor's Worksite Traffic Supervisor certification that satisfies the requirements of FDOT Standard Specification 105-8.3.
- 15.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form to the County Project Manager at least 14 calendar days before the date of the proposed closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval.

16. UNDERGROUND FACILITIES

- 16.1. The location(s) of the utilities shown in the plans (including those designated Vv, Vh and Vvh) are based on limited investigation techniques and should be considered approximate only. The verified locations/elevations apply only at the points shown. Interpolations between these points have not been verified.

17. HISTORICAL AND ARCHAEOLOGICAL

17.1. If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty according to the General Conditions.

18. EMERGENCIES

18.1. In the event of an emergency, the Contractor shall immediately notify the County Project Manager.

19. CONTAMINATION

19.1. Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

20. SAFETY

20.1. The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.

20.2. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc.(Sunshine 811), at 811 or 1-800-432-4770 or www.sunshine811.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the Contractor provide notification according to the procedures of the F.S. Chapter 556.

21. WORK AREA CLEAN-UP REQUIREMENTS

21.1. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.

21.2. Following completion of the Work, 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.

22. WORK STOPPAGE

22.1. From time to time, it may be necessary for the Contractor to stop a portion of the work or all work to accommodate a civic function. If the Contractor will be

required to stop work, the County Project Manager shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the Contractor and the County Project Manager shall agree to and document the number of additional Days to be added to the Contract Time to accommodate the requested work stoppage.

23. VIDEO RECORDS

- 23.1. Pre-Construction Video Record: Before beginning mobilization activity, the Contractor shall video record the existing conditions in the project area before the start of any construction activity. The video recording shall document the condition of all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction. The video recording shall be delivered to the County Project Manager 14 days prior to the start of any construction activity for review and approval.
- 23.2. Post-Construction Video Record: In addition to the video recording requirements of FDOT Standard Specification 430-4.8, within ten (10) calendar days after the date of final completion the Contractor shall video record the finished project. The video recording shall document the condition of the finished construction project, all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction.
- 23.3. All video records shall be delivered to the County Project Manager on digital video disk (DVD) or USB flash drive in a format compatible with Microsoft Media Player and labeled with the project number, project name, date and subject, and the name, address and telephone number of the Contractor and the company responsible for recording the video record. The cost for the Pre-Construction Video Record, Post-Construction Video Record and the required DVD or USB flash drive copies shall be included in the lump sum bid unit price for 101-1 Mobilization.

24. APPLICATION FOR PROGRESS PAYMENT

- 24.1. By signing and submitting an Application for Payment the Contractor certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents.
- 24.2. When the Contract contains Utility Work by Highway Contractor the Contractor shall prepare a separate Application for Payment for each utility participating in the Utility Work by Highway Contractor. The Contractor shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.
- 24.3. In addition to the requirements of General Conditions 17.6 and 17.7, the final completion and waiver of claims will not be accepted by the County until the Certified As-Built Survey Drawings have been reviewed and accepted by the County and the required number of sets of the accepted Certified As-Built Survey Drawings and electronic files, and the Certificate of Final Completion have been received by the County.
- 24.4. Each Application for Payment submitted by the Contractor shall include a copy of all invoices for stored materials and the materials certifications for all materials stored or used in the work that is included in said Application for Payment.

25. LIQUIDATED DAMAGES

- 25.1. The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.
- 25.2. 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 from which liquidated damages will be assessed.
- 25.3. Liquidated Damages in the amount of \$10,244.00 plus 0.005% of any amount over \$40 million (round to the nearest whole dollar) per calendar day as authorized by Florida Statutes Section 337.18(2) shall be assessed.

26. PERFORMANCE EVALUATIONS

- 26.1. The Contractor will be evaluated on the performance of work and administration of the contract. Deficiency letters may be issued to the Contractor by the County for any work or activity of the Contractor or their subcontractors that does not satisfy the terms or intent of the contract. Deficiency letters will be a part of the interim and final Contractor performance evaluations of the contract.

27. PROJECT CONTINGENCIES

- 27.1. The Bid Form includes \$500,000.00 in contingency funds. The contingency funds are divided into five categories. The County shall approve charges against contingencies prior to invoicing. Any established unit prices shall prevail. If there are no unit prices established for the work, then the Contractor shall be reimbursed as defined in the General Conditions. The contingency funds will be used for actual work (time and materials). The contingency funds will not be used for any delay cost but may only be used for unforeseen conditions as determined by and agreed to by the County. The project contingencies have been defined as follows:

27.1.1. Roadway: \$500,000.00.

28.

"To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.

The foregoing indemnification shall not constitute a waiver of the Department's or County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify County for the negligent acts or omissions of County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

29. Damage Recovery

29.1. **Damages Suffered by Third Parties:** In addition to the damages provided for in 8-10.2 and pursuant to Section 337.18 of the Florida Statutes, when the Contractor fails to complete the work within the Contract Time the Department may recover from the Contractor amounts that the Department pays for damages suffered by third parties unless the failure to timely complete the work was caused by the Department's act or omission.

29.2. **Damage Recovery/User Costs:** A damage recovery/user cost will be assessed against the Contractor if all lanes are not open to traffic during the times as shown in the Traffic Control Plans. Costs will be assessed beginning at the appropriate time as shown in the Traffic Control Plans and continue until all lanes are open as recorded by the Engineer. This assessment will be in the following amounts:

First 30 minutes and under: \$10,000.00

Each additional 30 minute period or portion thereof: \$2,000.00

Such costs will not exceed \$29,000.00 over a 24 hour period.

At the discretion of the Engineer, damage recovery/user cost will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor, i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

The Department will have the right to apply as payment on such damages any money which is due to the Contractor by the Department.

30. MISCELLANEOUS

30.1. The regular working hours for Polk County are Monday through Friday from 7:00 am to 5:30 pm. Permission to work outside of the regular work hours must be requested a minimum of two working days in advance from the Construction Project Manager. Permission to work on County holidays must be requested a minimum of two working days in advance from the Construction Project Manager.

30.2. Article 27 of the General Conditions is modified as follows: The Contractor shall utilize E-Verify. The use of E-Verify is mandatory on this project.

30.3. In accordance with the State Funded Grant Agreement, Section 8.c, the Contractor and their subcontractors shall comply with all terms and conditions of the State Funded Grant Agreement and all federal, state, and local laws and regulations applicable to this project.

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

30.5. In accordance with FS 20.055(5), It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to

cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Contractor and subcontractors will comply with this statute.

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

ATTENTION BIDDERS

The Successful Bidder must register in our new Vendor Database if you have not already done so prior to award of this bid. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

<http://www.polk-county.net/boccsite/Doing-Business/Vendor-Registration/>

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

Exhibit "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

Exhibit "B"
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her knowledge, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**Part C – BID SUBMITTAL
(Unit Price)**

NAME OF PROJECT: **BID #25-420, Thompson Nursery Road extension phase 1 - Segment 1**

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 he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; 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 PAGES THAT ARE PART OF THIS SECTION MUST BE PROVIDED FOR THIS BID SUBMITTAL TO BE CONSIDERED BY THE COUNTY

***NOTE: ALL UNIT PRICE PAGES MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT WILL CAUSE THE BID TO BE REJECTED.**

1.	BID PRICE	\$ _____
	(Note: This total represents the sum of the unit prices on the Bid Sheet.)	
	WRITTEN AMOUNT (SPELL OUT)	
	_____	<u>DOLLARS</u>
	_____	<u>CENTS</u>
2.	CONTRACT TIME TO COMPLETE THIS PROJECT	_____ <u>1,033</u> CALENDAR DAYS
3.	NAME OF BIDDER: _____	
	(typed 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 Local Business Tax Receipt

ADDENDUM CONFIRMATION

Bidder shall acknowledge below that they obtained 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 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 _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

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 partner or agent) on behalf of _____ a partnership. 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 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 the Board of County Commissions, Polk County, 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 _____

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 Performance and Payment 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

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

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.
3. 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: PERFORMANCE 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: _____

GENERAL DESCRIPTION
OF PROJECT: _____

PROJECT LOCATION: _____

EXHIBIT II (cont'd): PERFORMANCE 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 Dollars (\$_____) 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 the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for performance of providing protective measure – overhead doors, at the times and in the manner proscribed in the Purchase Order; and
2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and
3. Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and
4. Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

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: _____ PRINCIPAL: _____
BY: _____ (SEAL)

Witness: _____ Authorized Signature (Principal)

Printed Name: _____

Witness: _____ Title of Person Signing Above: _____

ATTEST: _____ SURETY: _____
(Printed Name)

Witness: _____ BY: _____ (SEAL)
Attorney in Fact

Witness: _____ Printed Name _____
Business Address _____

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT III: PAYMENT 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 _____ Dollars (\$ _____) 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 the Principal:

1. 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 under and in accordance with that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for;

_____ then the Surety shall have no obligation under this Payment Bond.

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.

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

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: PRINCIPAL: _____

BY: _____ (SEAL)

Witness: _____ Authorized Signature (Principal)

Printed Name: _____

Witness: _____ Title of Person Signing Above: _____

ATTEST: SURETY: _____

(Printed Name)

Witness: _____ BY: _____ (SEAL)

Attorney in Fact

Witness: _____ Printed Name _____

Business Address _____

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

EXHIBIT VI

**AFFIDAVIT OF PERCENTAGE OF WORK
BID # 25-420**

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid #25-420.
- Understands that at the pre-award meeting 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.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting 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

Subscribed and sworn to before me this _____ day of _____, 20 ____

(Title)

My Commission expires _____

Exhibit VI-A, Subcontract List

Omitted intentionally, not applicable with State funding.

**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 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to <https://vcl.polk.one/vendordirectory>, Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

<u>Division of Work</u>	<u>Results of Good Faith Effort</u>
1.	
<hr/> <hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/> <hr/>
2.	
<hr/> <hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/> <hr/>
3.	
<hr/> <hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/> <hr/>
4.	
<hr/> <hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/> <hr/>
5.	
<hr/> <hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/> <hr/>

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE
TRENCH EXCAVATION SAFETY SYSTEM AND
SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring, Special (Trench Excavation)

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 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.

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

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

SWORN TO AND SUBSCRIBED BEFORE ME

This day of, 20 _____

Notary Public: _____

My Commission Expires: _____

EXHIBIT XII
 CONTRACTOR CERTIFICATION OF
 DISBURSEMENT OF PREVIOUS PROGRESS PAYMENT TO SUBCONTRACTORS

PROJECT: _____ 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 the 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

State of Florida
 County of _____
 Sworn to and subscribed before me this _____ day
 of _____ by _____

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.

 (Print name of authorized person signing Certification)

(Notary Public)	Commission	Contractor
Expires		By
Personally known _____ OR Produced Identification _____		Title

Type of Identification Produced _____

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.

TN08/2010

**EXHIBIT XIII
CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project: _____ County's Project No.: _____
Contract No: _____ Contract Date: _____
Notice to Proceed Date: _____ 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 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.

Once all punch list items are complete, a list of closeout documents 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: _____
(Typed Company Name)

By: _____
(Authorized Signature)

(Typed Name & Title)

Date: _____

Professional: _____
(Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

**EXHIBIT XIV
CERTIFICATE OF FINAL COMPLETION**

Project: _____ County's Project No.: _____

Contract No.: _____ Contract Date: _____

Notice to Proceed Date: _____ 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. The warranty period shall begin on the date established herein.

All closeout documents 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: _____
(Typed Company Name)

By: _____
(Authorized Signature)

(Typed Name & Title)

Date: _____

Professional: (Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

**EXHIBIT XVI
ALLOWANCE AUTHORIZATION RELEASE (AAR)**

PROJECT:

**POLK COUNTY
BOARD OF COUNTY COMMISSIONERS
BARTOW, FLORIDA 33830**

**AAR NUMBER:
CONTRACT NO.:
CONTRACTOR:**

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: _____

COUNTY: _____

Date: _____

Department Director
Date: _____

ARCHITECT/ENGINEER: _____

Date: _____

AAR over \$25,000.00 BOARD OF COUNTY COMMISSIONERS: _____

CHAIRMAN

Date: _____

**EXHIBIT XVII
CHANGE ORDER**

**PROJECT:
BID NO.:**

**CHANGE ORDER NUMBER:
CONTRACT NO.:**

CONTRACTOR:

**POLK COUNTY,
A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ARCHITECT/ENGINEER:

DESCRIPTION OF CHANGE ORDER:

Contract is changed as follows:

ARCHITECT/ENGINEER: _____
Date: _____ Signature

Not valid until signed by the County and Contractor.

Original Contract Sum	\$
Net change by previously authorized Change Orders	\$
Contract Sum prior to this Change Order	\$
Contract Sum will be increased/ decreased by this Change 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:

COUNTY: POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Division Director Date

(Change order increases require Board approval)

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

County Manager or designee Date

CHAIRMAN Date

**EXHIBIT 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 # 25-420

Contractor

Signature

Printed Name of Signer

Date

**EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-420, Thompson Nursery Road Extension – Segment 1

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS 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 the Polk County Board of County Commissioners Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: _____ 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 below).

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

EX XX

SCRUTINIZED COMPANIES CERTIFICATION

EXHIBIT XXIV

(Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid 25-420

PROJECT NAME: Thompson Nursery Road Extension – Segment 1

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 Florida Statutes, Section 287.135:

- (i) the Contractor is not on the Scrutinized Companies with Activities in Sudan List; and
- (ii) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List
(as both such lists are created pursuant to Florida Statutes, Section 215.473); and
- (iii) the Contractor does not have business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
- (iv) the Contractor was not on either of the foregoing lists or conducting business operations in Cuba or Syria when it submitted its bid to the County; and
- (v) 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; and
- (vi) the undersigned is duly authorized to execute this Certification by and on behalf of the Contractor.

Executed this _____ day of _____, 20__.

ATTEST:

a corporation

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
EXHIBIT XXV
(Florida Statutes, Section 448.095)

PROJECT NAME: _____

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 XXVI 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 _____.

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 Substantial Completion within _____ calendar days from the Start Date memorialized within the Notice to Proceed. 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 _____ 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 _____ days. The allowance time for this project is _____ 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 due until such time retainage is reduced 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: _____
CHAIRMAN

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

County Attorney's Office Date

ATTEST:

Corporate Secretary

CONTRACTOR: _____
BY: _____
Authorized Corporate Officer or Individual

SEAL

(Printed or Typed Name of Signer)

(Printed or Typed Title of Signer)

(Business Address of Contractor)

(Telephone Number)

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 _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

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 partner or agent) on behalf of _____ a partnership.

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 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

CONSTRUCTION PLANS, TECHNICAL REPORTS & SPECIFICATION PACKAGE

Thompson Nursery Road Extension – Segment 1

To receive a copy of **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 25-420 Thompson Nursery Road.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, Excel Bid Sheet, and Excel exhibits. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

December 3, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 1
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1**

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.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

The **MANDATORY** pre-bid meeting has been rescheduled and will be held Monday, January 12, 2026, at 9:00 a.m. in the Roads and Drainage conference room, located at 3000 Sheffield Road, Winter Haven, FL 33880. An authorized representative or agent of the Bidder must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's bid will be considered non-responsive

Respectfully,

Ken Brush

Ken Brush
Procurement Contracts Manager
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: _____

January 9, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM # 2

**BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01**

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.

The Bid Receiving Date has been extended two (2) weeks. The revised Bid Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m. The Question Deadline is extended to January 21, 2026, at 4:00 p.m.

Additional documents have been added to the FTP site. To obtain a copy of the CAD Files, Geotechnical Reports, copy of the grant agreement, and Water Main Specifications 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 25-420, Thompson Nursery Road.zip**", select "Open" or "Save As" to download the Bid documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Respectfully,

Ken Brush

Ken Brush
Procurement Contracts Manager
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: _____

January 16, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 3
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1**

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

Contained within this addendum: This addendum serves as formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

January 27, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 4
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01**

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: Bid Receiving Date Extension.

The Bid Receiving Date has been extended two (2) weeks. The revised Bid Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

Respectfully,

Tabatha Shirah
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: _____

February 11, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM # 5

**BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01**

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 & answers, revision, revised bid sheet & plans on the FTP Site and Bid Receiving Date Extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, February 25, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

To obtain a copy of the revised bid sheet and plans 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 25-420, Thompson Nursey Road**”, select “Open” or “Save As” to download the documents from folder “**Bid 25-420, Addendum 5 Documents.**” If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Respectfully,

Tabatha Shirah

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:

ADDENDUM # 5

BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Revision 1

Bid Package, Supplemental Conditions - Item 27.1, page 88:

27.1. The Bid Form includes **\$4,500,000.00** in contingency funds. The County shall approve charges against contingencies prior to invoicing. Any established unit prices shall prevail. If there are no unit prices established for the work, then the Contractor shall be reimbursed as defined in the General Conditions. The contingency funds will be used for actual work (time and materials). The contingency funds will not be used for any delay cost but may only be used for unforeseen conditions as determined by and agreed to by the County. The project contingencies have been defined as follows:

27.1.1. Roadway: **\$4,500,000.00**

Question 1: The wall elevations and details shown on sheets 399 thru 402 show a 36" Single Slope Traffic Barrier (Index 521-610). Please indicate how this wall is to be paid or please add the appropriate pay item?

Answer 1: Pay item will be added to the plan set. Pay Item # 521-8-7. Quantity = 252 LF

Question 2: Can the bid receiving date be extended for 2 weeks?

Answer 2: See Addendum 4. The revised Bid Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Question 3: Will the Question deadline date be moved or will it remain on December 22, 2025?

Answer 3: See Addendum 2. The Question Deadline is extended to January 21, 2026, at 4:00 p.m.

Question 4: **Geotechnical Report:** We can find no borings, soil information, or geotechnical reports for the proposed pond excavation in regards to the existing soils, and the roadway plans only provide limited boring information. This information is **required** to determine suitability of the existing soils for use in the project embankment, Please provide a full geotechnical report for the project ASAP, specifically including the proposed ponds.

Answer 4: Please refer to the Information Only – Geotechnical folder in the FTP Site provided above.

Question 5: **Existing Structures:** Plan sheets indicate existing structures are within the roadway alignment and project area. Will all existing structures be removed (by others) prior to the project start? Are all existing structures already removed? Please clarify this issue?

ADDENDUM # 5

BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Answer 5: The County removed all of the structures (homes/buildings) that were located within the R/W parcels and to the best of our knowledge the wells that the County was aware of were abandoned at or around the time of the demolition of the structures. If there are wells (or underground structures, etc.) that we were not aware of, they would need to be addressed by the contractor if discovered during the construction via a change order.

Question 6: **Rail Road Flagmen:** Plan notes and specifications reference use of a Rail Road Flagman when required for work or operations within the RR ROW. Is the County paying for any RR flagmen when needed? Who is responsible for payment for any RR Flagmen if/when required?

Answer 6: Flagmen operations are not required for the design as shown. Florida Midland Rail does not require flagmen during night hour operations. If the contractors means and methods require flagmen the contractor would be responsible for payment.

Question 7: **OBG-03:** Plan page 10, typical section for paved & graded driveways states OBG-03 is to be used as the base material. There is no bid item or quantity provided for OBG-03. Please provide a bid item and quantity for this work if it is required?

Answer 7: The quantity for OBG-03 has been provided under the Summary of Permanent Driveways table, sheet 31. The quantity of OBG-3 will be added to the Summary of Pay Items. Quantity = 334 SY

Question 8: **OBG-10:** Plan page 18, typical section for widening states OBG-10 is to be used as the base material. There is no bid item or quantity provided for OBG-10. Please provide a bid item and quantity for this work if it is required?

Answer 8: The quantity for OBG-10 has been provided under the Summary of Pay Items, Sheet #21. Quantity = 167 SY

Question 9: Can cad files be made available for this project specifically any existing and proposed surface models?

Answer 9: Please see the FTP Site instructions on the first page. The CAD files were added in Addendum 2.

Question 10: There is discrepancy in the length of Retaining Wall 1-3. Plan Sheet No. 399 shows the wall 44.5 ft long, while Wall Dimensions Table in Plan Sheet No. 404 shows Wall 1-3 to be 53 ft 4.75 inches long. Please confirm which is the correct length of Retaining Wall 1-3 and confirm Concrete Quantity?

Answer 10: Discrepancy on data table has been corrected. The correct length of wall segment 1-3 is 44.64 feet. The concrete quantity value of 32 cubic yards is correct as it is based on a Wall 1-3 length of 44.67 feet.

ADDENDUM # 5

BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Question 11: According to FDOT Index 400-011 there are 3 different schemes for the Gravity Walls. The plans do not show what Scheme is the Gravity Wall in this project. Please confirm which Scheme is the Wall?

Answer 11: Scheme 2.

Question 12: Summary of Pay Items Sheet No. 21 shows Pay Item 400-0-11 with 28 cy. Summary of Walls in Plan Sheet No. 36 shows Pay Item 400-0-11 with 21.7 cy. Please confirm quantity for Pay Item 400-0-11: Concrete Class NS, Gravity Wall?

Answer 12: 28 CY in the Summary of Pay Items is correct. The quantity of 21.7 CY on the Summary of Wall Table is incorrect.

Question 13: Roadway plans Structures S-351 and S-352 appear to be repeated at Station 108+00 and Station 30+45 (Croton Rd). Please clarify these are duplicate and confirm the quantities associated with these structures?

Answer 13: S-351 refers to a curb inlet (P-5) located at STA. 107+65.00. S-352 refers to a manhole (J-7) located at STA. 108+00. Both appear to be displayed in the plans correctly on plan-profile sheet (12).

Question 14: According to the roadway plans, a total of 907 linear feet of 42-inch pipe will be required. However, there is a discrepancy between this quantity and the bid form, which indicates a total of 2,070 linear feet for this item. Please confirm where the additional 1,163 feet of 42-inch pipe will be installed?

Answer 14: 907 linear feet of 42-inch pipe is the correct amount to be required. With a break down of 605 linear feet of Class IV 42" pipe, and 302 linear feet of 42" pipe.

Question 15: Please confirm the removal of existing pipe and the cut and fuse with proposed pipe, shown in Plan sheet C02 of the Water Main Plans, will be able to be done without the need of a wet tap?

Answer 15: Contractor to confirm that isolation of the water main that is directional drilled under US-17 cannot be performed. C01 shows an existing valve to the west of the intersection. If a valve exists at east US-17 drill, closing of the valves shall be coordinated with the City of Eagle Lake. If there is not a valve present between the east end of the directional drill and the existing service to be relocated, a wet tap or line stop can be installed.

Question 16: Please include pay item 0524-001 for Concrete Ditch Pavement?

Answer 16: Agreed. Concrete Ditch Pavement to be installed around the Control structures for Ponds 1,2, & 3. Quantity = 12 SY

ADDENDUM # 5

BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Question 17: According to the Roadway Plans, sheet 402, a 36" Single-Slope Traffic Barrier with Junction Slab will be required on top of the CIP wall. Please include pay item 521-8-7, CONCRETE BARRIER, WITH JUNCTION SLAB, 36" SINGLE SLOPE, missing from the bid form?

Answer 17: Agreed, value will be added to bid form. Quantity = 252 LF

Question 18: Reviewing the cross-section calculations, example at Station 37+00 (sheet 117), it appears that the regular excavation quantity may not include the removal of the existing asphalt and base (6" thick). Please confirm if the excavation quantity was calculated by removing the existing base?

Answer 18: The excavation quantity has not been calculated with the removal of the existing base. The removal of the existing base is included under Clearing and Grubbing under FDOT Specifications 110-2.

Question 19: According to the roadway plans on sheet 293, phases 2 and 3 detour notes, the contractor will be subject to FDOT Specifications 8-10, 8-11, and 8-12. The Damage Recovery provision in Specification 8-12 has been revised for this project to \$10,000 for the first 30 minutes, with an additional \$2,000 for each subsequent 30-minute period, not to exceed a total of \$29,000 over a 24-hour period. Please confirm how Liquidated Damages (8-10) and Damage Recovery (8-12) will be assessed against the contractor if the work is not completed within the maximum allowed detour closure period?

Answer 19: Damage Recovery Specification 8-12 is applied for any non-compliance with lane closure restrictions or non-compliance with restrictions on the duration of road closures and/or detours. Liquidated Damages relate to overall project completion within contract time and apply if the project is not Final Accepted within contract time.

Question 20: Please confirm if railroad insurance will be required for this project?

Answer 20: Please see the "Bid 25-420 Package," page 80 – Permits 4.3, located on the FTP Site. No, separate railroad insurance is not required for this project. The general insurance as currently required cannot exclude railroads, but a separate additional policy is not required

Question 21: If railroad insurance will be required, please provide insurance limits, Number of Passengers, Freight Numbers, Switching Numbers, and Speed?

Answer 21: See response to Question 20 above.

ADDENDUM # 5

BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Question 22: If railroad insurance is required, please confirm railroad employees (flaggers) will be assigned to work at the job site and will be on the railroad's payroll?

Answer 22: See response to Question 6 and 20 above.

Question 23: Please confirm that all drainage pipes shall be reinforced concrete pipe in accordance with the roadway plans, General Note 21?

Answer 23: Yes, concrete class is further specified for specific pipes within the project with greater loads from depth under soil.

Question 24: According to the FDOT Standard Specifications, "DO NOT INCLUDE TEMPORARY ASPHALT for payment under MOT, LS. Refer to Special Detour, pay item 102-2." Please include Special Detour – Temporary Pavement, SY, Pay item 102-2-200, and provide quantities for temporary asphalt pavement and temporary asphalt overbuild?

Answer 24: Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.

Question 25: Please include Special Detour – Temporary Earthwork/Base, CY, Pay item 102-2-300, and provide quantities?

Answer 25: Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.

Question 26: Please include Temporary Barrier, F&I, Low Profile pay item 102-71-13, and provide quantities?

Answer 26: Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.

Question 27: Please include Temporary Barrier, Relocate, Low Profile Concrete pay items 102-71-23, and provide quantities?

Answer 27: Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.

Question 28: Given that the quantities may differ among contractors, to ensure a fair bidding process, and to promote fair competition. Please include the following pay items missing from the Bid Form in accordance with FDOT Standard Specifications.

- 102-30 – Temporary Highway Lighting ?
- 102-60- Work Zone Sign
- 102- 74- A Channelizing Device
- 102- 76- Arrow Board / Advance Warning Arrow Panel
- 102- 78- A Temporary Raised/Retroreflective Pavement Marker (RPM)
- 102- 99- A Portable Changeable Message Sign- Temporary

ADDENDUM # 5

BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

- 102-115- Type III Barricade
- 102-150- 1 Portable Regulatory Sign ED
- 102-150- 2 Radar Speed Display Unit ED
- 102-911- A Removable Tape Pavement Marking - White/Black
- 102-912- A Removable Tape Pavement Marking – Yellow
- 706- 1- A Raised Pavement Marker
- 710- 1A-BCD Painted Pavement Markings- MOT applications

Answer 28: Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.

Question 29: Plan Sheet C-04 of Water Main Plans shows proposed 4" and 6" pipe being connected to existing lines but there is no detail as how this connection is to be made. Please provide details to clearly understand the connection for both water main lines?

Answer 29: Contractor is to construct water main as shown to reach property. Contractor to shut off existing valve to turn off service to property. Contractor to remove existing water main and relocate backflow assembly and potable meter to area that is north of the proposed water main, and provide enough room to install the backflow preventer for fire main and meter assembly for potable service. Contractor to install 6" gate valve, then 6" tee to separate water and fire service. Fire service to have 6" proposed water main as shown and to connect to existing 6" water main to reinstate fire service. Contractor to install 6"x4" reducer to provide irrigation and potable service. 4"x4" tee used to separate irrigation stubout and potable water service. Irrigation stubout to include 4" valve with 4" restrained cap. Potable service to have 4" main installed with a 4" restrained cap. Contractor to install 2" plug in center of cap to reduce to 2" potable water service. Contractor to install 2" main to install water meter, then contractor to reconnect meter to existing 2" water service. A detail will be provided to supplement this description.

Question 30: Please confirm Gas line relocation, shown in Plan Sheet C09 of Water Main Plans, will take place before the removal of existing WM pipe & installation of proposed WM line?

Answer 30: Utility Work Schedule from FPU is provided with this addendum. Contractor to coordinate removal schedule as needed.

Question 31: Reviewing the bid documents, it appears that the bid form is missing, only the Excel Bid Sheet has been included. Also, in many cases, a specific bid bond form is required as part of the bid submission, and this form is typically incorporated within the bid form package. The bid bond form is essential for us to initiate the process of requesting our bid bond, which generally takes approximately one to

ADDENDUM # 5

BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

two weeks to be executed. Therefore, to ensure our bid is submitted on time, please provide the complete bid form as soon as possible?

Answer 31: Please see the "Bid 25-420 Package," Part C and Part D, starting on page 93. The documents were provided in those sections.

Question 32: Should the contractor assume that all building demolition, including foundation removal and underground utilities, will be completed by others?

Answer 32: See response to Question 5 above.

Question 33: Will CAD files (including existing and proposed finish grades) be made available for Bidders?

Answer 33: See response to Question 9 above.

Question 34: This is a project valued at over \$44 million, and there are major holidays upcoming. Can the bid opening be extended 15 calendar days?

Answer 34: See response to Question 2 above.

Question 35: Included in the bid form is an item for Roadway Contingency in the amount of \$500,000.00. According to the Specifications, Polk County General Conditions, Article 12 – Allowances. The county, at its sole discretion, has the authority to include an Allowance in the contract. Such an Allowance amount shall be incorporated into the Contract Price. Please confirm the \$500,000.00 included in the bid form is designated as the Allowance for this project?

Answer 35: The \$500,000 is for contingencies. There is a revised Bid Sheet included in this Addendum see, this revised bid sheet has increased the project contingency from \$500,000 to \$4,500,000. The Allowance Work will be calculated in accordance with Article 23 – Allowances. Allowance Work, in the amount of five percent (5%) of the construction contract bid amount or \$250,000, whichever amount is less, will be included in the contract price.

Question 36: Not all of the borings have been included in the plans. Please provide full geotechnical report?

Answer 36: See response to Question 4 above.

Question 37: The quantity of excavation seems to be overstated in the bid form. If you add all the quantities from the cross sections, it only comes to 160,486.5 CY. Please confirm excavation quantities.

Answer 37: The earthwork provided in the quantities also includes ponds and driveways.

ADDENDUM # 5

BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Question 38: The summary of quantities and the plans only show 907 LF of 42” RCP, but the bid form has 2,070 LF. If the bid form is correct, then please provide detail for the additional 42” RCP that shall be included in the bid?

Answer 38: 907 linear feet of 42-inch pipe is the correct amount to be required. With a break down of 605 linear feet of Class IV 42” pipe, and 302 linear feet of 42” pipe

Question 39: Can the designer provide a KMZ file for use in the bidding process?

Answer 39: Please refer to the Plans folder in the FTP Site, access information above.

Question 40: Please provide the minimum wage tables required for this contract.

Answer 40: No minimum wage tables are required.

Question 41: The project Specification Package/Special Provisions state that: “The FY 2024-25 Edition of the Florida Department of Transportation Standard Specifications is revised as follows: ...”. However, the definition of “Contract Documents” in the Polk County General Conditions appears to list items such as the Agreement, General Conditions, Special Conditions, Technical Specifications, Plans, Addenda, etc., but does not expressly list the “Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2024-25 Edition” as a separate Contract Document.

Please confirm the following:

1. Are the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2024-2025 Edition, intended to be incorporated by reference into this Contract and treated as part of the Contract Documents?
2. If so, please confirm that the FDOT Standard Specifications apply to the Work except where specifically modified or deleted by the project Technical Specifications/Special Provisions or Polk County’s General/Supplementary Conditions.

Answer 41: Yes, the FDOT Standard Specifications for Road and Bridge Construction, FY 2024-25 Edition is being incorporated by reference into this contract and treated as part of the contract documents except for Division I. Yes, the FDOT Standard Specifications apply to the Work except where specifically modified or deleted by the project Technical Specifications/Special Provisions or Polk County’s General/Supplementary Conditions.

Question 42: Typical Section Sheet 2 Page 10 calls for BG 03 for Driveway A - There is no pay item for this base group. Please clarify?

Answer 42: Quantity for OBG-03 has been provided under the Summary of Permanent Driveways table, Plan Sheet 31.

ADDENDUM # 5

BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Question 43: Please clarify the station areas in the MOT where the County has concerns for SP 8-12 Damage Recovery?

Answer 43: See response to Question 19 above.

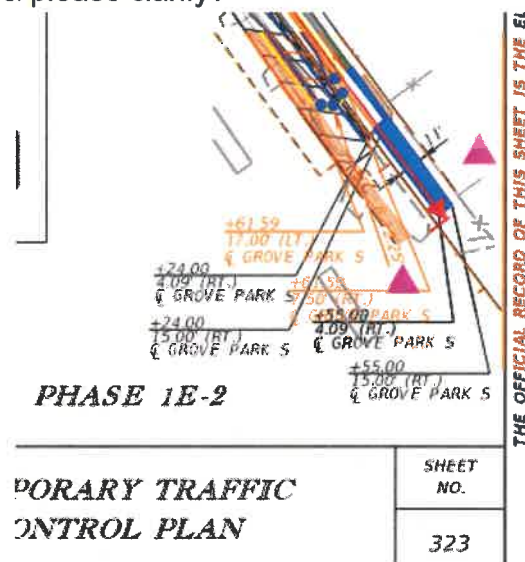
Question 44: SP 8.3 Calls for a DRB Board--Please add the appropriate pay items for partnering, meetings, & hearings?

Answer 44: Special Provision 8.3 - Polk County does not utilize the FDOT DRB process so no pay items are needed. For dispute resolution the Contractor and CEI will submit written documentation of the issue to Polk County who will have the final determination.

Question 45: Please confirm the lump sum items will be paid per FDOT Specifications?

Answer 45: Yes, the lump sum items will be paid per FDOT Specifications.

Question 46: There appears to be additional temp pavement installed on Grove Park around station 25+0 in Phase 1E-2 that should probably have been installed in Phase 1E. See attached & please clarify?



Answer 46: Temporary pavement is not required to maintain the existing traffic pattern along Grove Park.

Question 47: Please confirm railroad insurance and railroad flagging is not required for this project?

Answer 47: See response to Question 20 above.

ADDENDUM # 5

BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Question 48: Please confirm the last two residents on the east side of Grove Park and the last resident on the west side around station 25+0 do not get driveway improvements?

Answer 48: Construction along Grove Park starts at station 25+14. Driveways before the station 25+14 does not get driveway improvements.

Question 49: Will the County please provide the cadd files for the project?

Answer 49: See response to Question 9 above.

Question 50: Please confirm all buildings and wells have been removed & properly abandoned?

Answer 50: See response to Question 5 above.

Question 51: On the plans there appears to be some structures in the path of the roadway. Upon visiting the site it looks like some of these structures have already been demolished. Are there any remaining structures to be removed or have they all been demolished by others already?

Answer 51: See response to Question 5 above.

Question 52: Is there a Bid Bond required for this project and if so how much?

Answer 52: Yes. 5% of the bid price.

Question 53: Is this a Davis Bacon project?

Answer 53: No, this is not a Davis Bacon project.

Question 54: Will a gopher tortoise survey be required for this project?

Answer 54: The contractor should refer to the 2012 ERP for all relevant permit conditions and should follow the FWC Gopher Tortoise Permitting Guidelines. Should gopher tortoises or potentially occupied gopher tortoise burrows be observed within 25' of the project site prior to or during construction, construction will stop and the tortoises should be relocated in accordance with the FWC Gopher Tortoise Permitting Guidelines.

Question 55: Are the laydown yards identified in the documents available for free by the county or will there be a cost to rent them?

Answer 55: Yes, the laydown yards identified in the documents are available for free by the County and there will be no rental costs associated with their use. A license agreement will be needed prior to mobilizing to the properties.

Question 56: On the plan sheets several existing fences are identified for removal but the full extents of the fence removal are not shown and some continue off the page. Can you provide the limits or total length of fence to removed?

ADDENDUM # 5

BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Answer 56: The removal of existing fence is the responsibility of the contractor and will be paid under pay items 550-10-210, 550-10-220 and 550-10-325.

Question 57: Is the temporary pavement being paid under the MOT item?

Answer 57: Yes, temporary pavement is being paid under MOT Lump Sum pay item

Question 58: Is there any specific detail for the temporary pavement?

Answer 58: Yes, specific detail for temporary pavement is shown on MOT sheets at critical locations.

Question 59: Are there any fuel adjustments?

Answer 59: No, only for asphalt and other materials that apply.

Question 60: On the permits, are there any ponds that can be overcut more than the limits?

Answer 60: Pond 3 is the only pond that can not be overcut (i.e. excavation must stop at the plan elevation) for all other ponds there is no limit on overcut.

Question 61: SUE relocation, will the contractor be paid for those items?

Answer 61: The contractor will be responsible for locating, protecting, and relocating, if necessary, any Polk County or FDOT utility. The contractor should include such costs in the bid.”

Question 62: On the utilities, are there any houses that will need to be reconnected on the water main?

Answer 62: There is one service point detailed in the plans on sheet C-04. There are no residential services that require reconnection.

Question 63: Is there a flow chart for the canals?

Answer 63: There is not a recent flow chart available.

Question 64: VECP issue, is that something you submit before or after the bid?

Answer 64: This will be done after the bid has been awarded.

Question 65: What pay item do we include the subsoil and embankment? Pay Item 13 does not include subsoil.

Answer 65: Sheet 25 of the roadway set provides a subsoil excavation quantity for removal of the subsoil and respective pay item 120-4 for replacement of the removed subsoil.

Question 66: Do all the residents know that this project is coming through?

Answer 66: Yes, they have been notified.

ADDENDUM # 5

BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Question 67: Can the contractors access the canals today?

Answer 67: Yes.

Question 68: For the CL IV Retaining Walls, there are Modified Concrete Barrier/Junction Slab-Wall Coping on top of the wall. Where is this to be paid for?

Answer 68: We are adding a pay item: 521-8- 7 Concrete Barrier with Junction Slab, 36” Single Slope. It will have a quantity equal to the length of all the walls.

February 20, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM # 6

**BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01**

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 & Answers and bid opening extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, March 4, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

Respectfully,

Tabatha Shirah

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: _____

ADDENDUM # 6

BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

- Q1:** Regarding Exhibit VI-B, Good Faith Effort documentation - are there W/MBE goals for this project? If GFE Exhibit VI-B is required to be provided by the successful contractor, which areas of work/divisions of work should be listed?
- A1:** No, this project is federally funded, and the documents are required from the successful contractor for reporting purposes.
- Q2:** Could the engineer please provide MOT plans where the temp pavement and overbuild do not cover the existing conditions to assist in determining the limits of overbuild bs widening?
- A2:** Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.
- Q3:** Many of the MOT Phases depict pavement markings that were installed in the previous phases, creating duplication in quantities. Could the engineer please provide their MOT quantities for "comparison purposes only" to help clarify this lump sum bid item?
- A3:** Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.
- Q4:** Many of the MOT Phases depict temp pavement that was installed in the previous phases, creating duplication in quantities. Could the engineer please provide their MOT quantities for "comparison purposes only" to help clarify this lump sum bid item?
- A4:** Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.
- Q5:** Can the contractor work in multiple stages of the same phase at the same time to facilitate streamlining the construction process using the existing MOT plans provided?
- A5:** The contractor can simultaneously work on multiple stages within the same phase, provided the number of travel lanes is maintained, traffic flow is maintained and lane closure restrictions are followed as specified in the MOT plans.
- Q6:** PH 4 MOT Sheet 349 appears to be missing EB 10-30 skip as well as the transition striping into one lane at 91=60 +/- Please clarify.
- A6:** EB 10-30 skip will be provided in the plans. Additional transition striping into one lane is not needed. Please refer to FDOT standard plans 102-613 and 102-620.

ADDENDUM # 6

BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

- Q7:** Supplemental Conditions Section 2.1 indicates the prime contractor or subcontractors must be FDOT prequalified in the listed work classes. Please confirm whether Polk County requires the prime bidder to submit with the bid a subcontractor list identifying the firms intended to perform any FDOT prequalified scopes not self-performed by the prime. If this is not required at bid time, **please confirm when it will be required (post-bid / pre-award) and what format Polk County will accept given the subcontractor and W/MBE exhibits appear to be omitted/partially removed?**
- A7:** No, the County does not required the prime to submit with the bid a subcontractor list identifying their FDOT pre-qualifications. However, the prime is required to provide said subcontractor list prior to award.
- Q8:** In MOT PH 4 was it intended to eliminate bike messages in the pavement markings on sheets 350-352? Please clarify if bike messages can wait till final striping configurations.
- A8:** Yes, bike messages can wait until final configuration.
- Q9:** 1) Are all utilities required to be designed and installed in full accordance with FDOT Standard Specifications, or 2) Does the project allow the use of Polk County standards and/or materials as specified in the project plans, details, or special provisions, even if they differ from FDOT standards?
- A9:** 1) The utilities are not proposed to be installed within FDOT ROW. Utilities installed outside of FDOT ROW are subject to be design and installed to Polk County Standards. 2) Utilities installed within FDOT ROW are to be installed with FDOT standard specifications, but materials are to be per Polk County or City of Eagle Lake Standards.
- Q10:** Please advise whether FDOT standards apply by reference only, or if they govern all utility materials unless specifically modified by the County?
- A10:** FDOT Standards are for reference for any work within FDOT ROW. Utility materials are to be per Polk County or City of Eagle Lake requirements.