

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 Crisdel Group, 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 23-444.

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 \$6,693,298.20 plus the Allowance Work amount of \$250,000.00 the total sum being \$6,943,298.20 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 in its entirety within 365 calendar days. The allowance time for this project is 54 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.

Article 9. FDOT Supplementary Conditions: The FDOT Supplementary Conditions attached as Part B, are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

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

Sandra B. Hawk 4/24/24
County Attorney's Office Date

ATTEST:

Corporate Secretary
Frank F Criscola, Secretary

SEAL

CONTRACTOR: Crisdel Group, Inc.

BY: _____
Authorized Corporate Officer or Individual

Frank A Criscola
(Printed or Typed Name of Signer)

President
(Printed or Typed Title of Signer)

220 Ryan Street, South Plainfield, NJ 07080
(Business Address of Contractor)

908-561-7550
(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 New Jersey County OF Middlesex
The foregoing instrument was acknowledged before me by means of [x] physical presence or [] online notarization this 4th day of April (Date) by Frank A Criscola (Name of officer or agent) as President (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 [x] 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 4th day of April (Date) 2021 _____ (Official Notary Signature and Notary Seal) Christina E Lynch NOTARY PUBLIC State of New Jersey Commission # 50110122 My Commission Expires 8/8/2024
Christina E Lynch (Name of Notary typed, printed or stamped)
Commission Number 50110122 Commission Expiration Date 8/8/2024

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 _____

FDOT SUPPLEMENTARY CONDITIONS

Fort Fraser Trail Extension - Winter Lake Road to Glendale Street

Project No. 5400183

FDOT Financial Management Number: 440603-1-54-01

Items contained in this supplemental terms and conditions package are based on FDOT Form 525-010-44.

Note: In the event that a conflict arises between the County Terms and Conditions and the FDOT Supplementary Conditions, the FDOT Supplementary Conditions shall take precedence. The federal and state requirements listed in the LAP Agreement must be adhered to.

1. Plan, Specification & Estimates (PS&E) Submittal-Plans Review

Please see Part F.

2. Advertisement

The project will be advertised and bid for a minimum of 21 days, or a minimum of 30 days for construction projects estimated to cost more than \$500,000. The project will be advertised via Polk News-Sun, Polk County's local newspaper, <https://www.governmentbids.com/> and all current solicitations are posted on the County's website at <https://www.polk-county.net/procurement/procurement-bids>. A notice will be posted in the Procurement Division as well.

3. Bonding

General Conditions, Article 2-Definitions, 2.6 the term "Bonds" is replaced in its entirety:

2.6 The term "**Bonds**" means the Bid, Performance, and Payment Bonds and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

General Conditions, Article 6-Bonds, Insurance, Indemnification, 6.1 Public Construction Bond and Other Bonds is deleted and replaced in its entirety:

6.1 Performance Bond, Payment Bond and Other Bonds

6.1.1 The **Contractor** shall furnish a Performance Bond and a Payment Bond, in an amount equal to the amount recommended for award and, if called out in the contract, the allowance amount, as security for the faithful performance and payment, respectively, of all the **Contractor's** obligations under the Contract Documents. These Bonds 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 bonds 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 certified copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Supplementary conditions.

6.1.4 If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor**

shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the **County**.

4. Buy America and Foreign Contractor and Supplier Restriction

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

5. Certification of Current Capacity

Please see Part G page 9 for FDOT Form # 525-010-46.

6. Change Orders

The Contract Documents may be amended to provide for additions, deletions and revisions to the Work by a Change Order or an Allowance Authorization. In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification.

7. Claims

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non- controlling item of work the Contractor may be compensated for the

direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

5-12.3 Content of Written Claim:

As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;
3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - a. Documented additional job site labor expenses;
 - b. Documented additional cost of materials and supplies;
 - c. A list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
 - d. Any other additional direct costs or damages and the documents in support thereof;
 - e. Any additional indirect costs or damages and all documentation in support thereof.
6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim:

The Engineer will respond in writing on projects with an original Contract amount of \$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than \$3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest:

Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records:

After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on

the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration:

The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim:

When submitting any 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 Department's liability. Such certification must

be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items:

The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor

5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies:

Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions:

The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials:

In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims:

All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow

the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;

15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

8. Conflict of Interest

In accordance with 2 CFR 200.112, 23 CFR 1.33, & 23 CFR 172.7(b)(4), no official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

Please see Part G Pages 11 thru 38 for FDOT Form No. 525-010-40.

9. Contractor Purchased Equipment for State or Local Ownership

The County does not allow for Contractor to purchase equipment for State or Local ownership.

10. Disadvantaged Business Enterprise (DBE)

Please see Part G Page 1 for FDOT Form 275-030-11

7-24 Disadvantaged Business Enterprise Program.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as "non-responsible."

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. The procedures adopted to comply with these Specifications;
2. The number of subordinated Contracts on Department projects awarded to DBEs;
3. The dollar value of the Contracts awarded to DBEs;
4. The percentage of the dollar value of all subordinated Contracts awarded

to DBEs as a percentage of the total Contract amount;

5. A description of the general categories of Contracts awarded to DBEs; and
6. The specific efforts employed to identify and award Contracts to

DBEs. Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.
2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.
3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a joint venture, the Department

will count the portion of the dollar value of the contract equal to the distinct,

clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.
6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.
8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.
11. The current DBE Goal is 10.65%.

7-24.6 Prompt Payments: Meet the requirements of 23 CFR 635.122 and FDOT Std Spec 9-5 for payments to all DBE subcontractors.

11. E-Verify

7-29 E-Verify. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

12. Equal Employment Opportunity

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E (see Part G page 51).

13. Equipment Rental Rates

For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

- a. Allowable Hourly Equipment Rate = $\text{Monthly Rate} / 176 \times \text{Adjustment Factors} \times 100\%$.
- b. Allowable Hourly Operating Cost = $\text{Hourly Operating Cost} \times 100\%$.
- c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- d. Standby Rate = $\text{Allowable Hourly Equipment Rate} \times 50\%$.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment

operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

14. FHWA-1273

See FHWA Form-1273 Part G Exhibit G.

15. Foreign Contractor and Supplier Restriction

The proposal may not limit project to domestic-owned contractors only. The proposal may not include the Florida orders on businesses with Syria, Cuba, Iran and Sudan.

16. Incentive/Disincentive Clauses

Not applicable to this contract.

17. Indemnification and Insurance

See Part G page 11 for FDOT Form 525-010-40

To the extent provided by law, the Consultant 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 the Consultant, 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 the Consultant hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The forgoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant 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

18. Indian Preference on Federal-aid Projects (Labor and Employment)

Not applicable to this contract.

19. Inspector General

The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes. "(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 pursuant to this section."

20. Liquidated Damages

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.

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.

Applicable liquidated damages are the amounts established in FDOT Specification 8-10.2
Amount of Liquidated Damages

21. Lobbying Certification

See Part G page 4 and 5 for FDOT Form 375-030-33 and FDOT Form 375-030-34.

22. Local Hiring Preference

Not applicable with Federal Funding. Local hiring preferences are not permitted.

23. Method of Bidding

Project will be awarded to the lowest responsive and responsible bidder meeting

qualifications and specifications. See Supplementary Conditions #4 on page SC-3.

24. Non-collusion Provision

See Part G Page 39 for FDOT Form 575-060-13.

25. Off-site Storage and Staging Areas

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife

Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL
address: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities. Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge,

or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

26. On the Job Training

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

- a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.
- b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
\$2,000,000 or less	0
Over \$2,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12

Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000 to *	
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the

Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

2. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
3. When there is a change in previously approved classifications;
4. When replacement trainees are added due to voluntary or involuntary

termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.

3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form

2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the

U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the

effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntarily terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

27. Owner Force Account/Cost Effective Justification

Owner Force Account contracting is not allowed without first submitting a finding of cost-effectiveness. This must be approved by the District LAP Administrator.

28. Patented/Proprietary Materials

In accordance with 23 CFR 635.411 Florida Departments of Transportation shall have the autonomy to determine culvert and storm sewer **material** types to be included in the **construction** of a project on a Federal-aid highway. Proprietary Products may be used when approved in accordance with FDOT Procedure No. 630-020-005. See Part G page 50 for FDOT Form 630-020-07.

29. Prequalification

A contractor desiring to bid for the performance of any construction contract located on the National Highway System (NHS) or State Highway System (SHS) in excess of \$250,000 must be certified by the Department of Transportation as qualified in accordance with Section 337.14(1), Florida Statutes and Rule 14-22, Florida Administrative Code. Any bid for the performance of any construction contract in excess of \$250,000 submitted by a contractor not certified by the Department of Transportation as qualified shall be declared "IRREGULAR" and will be REJECTED. This project is not located on the NHS or SHS. Contractor must follow FDOT Design Manual 110.4.1

30. Prevailing Minimum Wage

See Wage Table attached as Attachment A.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

Wage Rate Decision Number	Associated Work
FL185	All highway work under this contract.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

31. Progress Payments/Estimates

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Retainage will not be withheld until the percent of Contract Time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of Contract Time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

9-5.2 Unsatisfactory Payment Record: In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. Comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;
2. Comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;
3. Comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and
4. Comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.4 Release of Retainage After Acceptance: When the Contractor has furnished the Department with all submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due and Form 21 A release) and the Engineer has determined that the measurement and computation of pay quantities is correct, the Department may reduce the retainage to \$1,000 plus any amount that the Department elects to deduct for defective work as provided in 9 5.3.

The Department may deduct from payment estimates any sums that the Contractor owes to the Department on any account. Where more than one project or job (separate job number) is included in the Contract, the Department will distribute the reduced retainage as provided in the first paragraph of this Subarticle to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
2. The stockpiled material must be approved as meeting applicable specifications.
3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than \$5,000 for any one month will not be processed.
2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9 5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9 5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.
2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Florida Department of Transportation.”

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term “subcontractor,” as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor’s work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor’s receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors

and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

32. Prohibition Against Convict Produced Materials

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C.

114. The Department will limit the use of materials produced by convict labor for use in Federal- aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12 month period shall not exceed the amount produced in such facility for use in such construction during the 12 month period ending July 1, 1987.

33. Public Agencies in Competition with the Private Sector

In accordance with 23 CFR 635.112(e) except in the case of a concession agreement, as defined in section 710.703, no public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors.

34. Publicly-owned Equipment

The Contractor shall furnish all materials, equipment, supplies and labor necessary to perform the tasks of the project. The Contractor is not permitted to utilize County Owned Equipment in accordance with 23 CFR 635.106.

35. Standardized Changed Conditions Contract Clauses

The Contract Documents may be amended and revisions to the Work shall be made by a Change Order or an Allowance Authorization. In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification.

36. State-produced Materials (Florida or other)

The County certifies that preference is not given to contractors who purchase materials from any specifically designated state.

37. State/Local Owned/Furnished/Designated Materials

All materials required for this Project shall be supplied by the Contractor, except as indicated on the bid form and as agreed to as excluded from Federal reimbursement. Projects located on the National Highway System shall require FHWA approval for direct purchase of materials by the Owner.

38. Subcontracting

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 30% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting. Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For compliance with FHWA 1273 the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

39. Suspension and Debarment

All Contractors and Subcontractors shall complete FDOT Form 375-030-32 which can be found in Part G on page 3. FDOT requires the prime to perform 40% of work on the SHS per Std Spec 8-1.

40. Termination of Contract

Upon the occurrence of any one or more of the following events:

If the **Contractor** fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable material or equipment; or failure to adhere to the progress schedule established;

If the **Contractor** disregards laws or regulations of any Regulations of any public agency having jurisdiction;

If the **Contractor** disregards the authority of the **Professional** or the **Project Manager**; or

If the **Contractor** otherwise violates in any substantial way any provisions of the Contract Documents.

The **County** may, after giving the **Contractor** and surety seven (7) working days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the **Contractor**; exclude the **Contractor** from the site; take possession of the Work and of all the **Contractor's** tools, appliances, construction equipment and machinery at the site; use the same to the full extent they could be used by the **Contractor** (without liability to the **Contractor** for trespass or conversion); incorporate in the Work all material and equipment stored at the site or for which the **County** has paid the **Contractor** but which are stored elsewhere; and finish the Work as the **County** may deem expedient. In such case, the **Contractor** shall not be entitled to receive any further payment beyond an amount equal to the value of the work actually completed and the value of material and equipment not incorporated in the work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect

costs of completing the work exceed the unpaid balance of the contract price, the **Contractor** shall pay the difference to the **County**. Such costs incurred by the **County** shall be verified by the **Professional** and incorporated in a Change Order; but in finishing the work the **Contractor** shall not be required to obtain the lowest figure for the work performed. The **Contractor's** obligations to pay the difference between such costs and such unpaid balance shall survive termination of the agreement.

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.

- **Termination for Convenience**

- Upon seven (7) working days' written notice to the **Contractor** and the **Professional**, the **County** may, without cause and without prejudice to any other right or remedy of the **County**, elect to terminate the Contract. In such case, the **Contractor** shall be paid (without duplication of any items):

- For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- For expenses sustained prior to the effective date of termination in performing services and furnishing labor, material or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and
- For reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

41. Time Extensions

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8.6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time

extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather. The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.
3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of

anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

42. Warranty Clauses

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

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 defect moved or replaced.

All direct and indirect costs of such action will be paid by the **Contractor**.

FDOT Supplemental Terms and Conditions Attachment



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

Detail by Entity Name

Foreign Profit Corporation
CRISDEL GROUP, INC.

Filing Information

Document Number	F16000001196
FEI/EIN Number	22-2382970
Date Filed	03/11/2016
State	NJ
Status	ACTIVE

Principal Address

220 RYAN STREET
SOUTH PLAINFIELD, NJ 07080

Changed: 04/06/2021

Mailing Address

CRISCOLA, FRANK F
 200 SPOOK HOLLOW RD
 FAR HILLS, NJ 07931

Title CFO

CFO, Liane Feyas
 220 Ryan street
 South Plainfield, NJ 07080

Title General Counsel

Pedalino, Jason P
 220 Ryan Street
 South Plainfield, NJ 07080

Annual Reports

Report Year	Filed Date
2022	01/25/2022
2023	01/24/2023
2024	03/06/2024

Document Images

03/06/2024 -- ANNUAL REPORT	View image in PDF format
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02/14/2017 -- ANNUAL REPORT	View image in PDF format
03/11/2016 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations



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

CRISCOLA, FRANK A

CRISDEL GROUP, INC.
220 RYAN STREET
SOUTH PLAINFIELD NJ 07080

LICENSE NUMBER: CGC1524247

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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.

2023 - 2024 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE
090.010000 GENERAL CONTRACTOR

EXPIRES SEPTEMBER 30, 2024

ACCOUNT NO. 26088
RENEWAL

2 Employees	Receipt Fee	18.00
	Hazardous Waste Surcharge	40.00
	Law Library Fee	0.00
	CGC152427	

BUSINESS CRISDEL GROUP INC
8985 PALM REIVER RD
TAMPA, FL 33619

2023 - 2024

NAME FRANK A CRISCOLA
MAILING 220 RYAN STREET
ADDRESS SOUTH PLAINFIELD, NJ 07080

Paid 22-0-591720
08/17/2023 58.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
0R5U7

Points of Contact

Electronic Business

✎
FRANK A. CRISCOLA, PRESIDENT

240 Ryan Street
South Plainfield, New Jersey 07080
United States

Government Business

✎
FRANK A. CRISCOLA, PRESIDENT

240 Ryan Street
South Plainfield, New Jersey 07080
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes
Yes	237310
	238910

NAICS Title
Highway, Street, And Bridge Construction
Site Preparation Contractors

Disaster Response

This entity does not appear in the disaster response registry.

CRIDEL GROUP INC

Unique Entity ID M5AFP5LL1K43	CAGE / NCAGE 0R5U7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 1, 2024	
Physical Address 220 Ryan ST South Plainfield, New Jersey 07080-4208 United States	Mailing Address 240 Ryan ST South Plainfield, New Jersey 07080-4208 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District New Jersey 06	State / Country of Incorporation New Jersey / United States	URL http://www.crisdel.com

Registration Dates

Activation Date Oct 3, 2023	Submission Date Oct 2, 2023	Initial Registration Date Jun 9, 2005
---------------------------------------	---------------------------------------	---

Entity Dates

Entity Start Date Jan 1, 1968	Fiscal Year End Close Date Mar 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
--	--	---

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Menu ☰

My Company Account

My Company Profile

Company Information

Company Name

Crisdel Group, Inc.

Doing Business As (DBA) Name

Company ID

1130694

Enrollment Date

Sep 28, 2016

Employer Identification Number (EIN)

222382970

Unique Entity Identifier (UEI)

DUNS Number

623053816

Total Number of Employees

100 to 499

NAICS Code

237

Sector

Construction

Subsector

Heavy and Civil Engineering Construction

[Edit Company Information](#)

Employer Category

Employer Category

Federal Contractor with FAR E-Verify Clause

[Edit Employer Category](#)

Company Addresses

Physical Address

220 Ryan Street
south plainfield, NJ 07080

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



**EXHIBIT II
PUBLIC CONSTRUCTION BOND
FRONT PAGE
F.S. CHAPTER 255.05**

BOND NO.: 015220534

CONTRACTOR NAME: Crisdel Group, Inc.

CONTRACTOR ADDRESS: 8985 Palm River Road, Tampa, FL 33619

CONTRACTOR PHONE NO: (813) 940-3434

SURETY COMPANY: Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

OWNER NAME: Polk County, a political subdivision of the State of Florida

OWNER ADDRESS: 330 West Church Street

Bartow, FL 33880

OWNER PHONE NO: 863-534-6757

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

OBLIGEE ADDRESS: N/A

OBLIGEE PHONE NO: N/A

BOND AMOUNT: Six Million Nine Hundred Forty-Three Thousand Two Hundred Ninety-Eight Dollars And 20/100 (\$6,943,298.20)

CONTRACT NUMBER: Bid File No: #23-444 FPID No: 440603-1-54-01

**GENERAL DESCRIPTION
OF PROJECT:** Fort Fraser Trail Extension - Winter Lake Road to Glendale Street

PROJECT LOCATION: Winter Lake Road to Glendale Street

PUBLIC CONSTRUCTION BOND

Crisdel Group, Inc.
KNOW ALL MEN BY THESE PRESENTS: That 8985 Palm River Road, Tampa, FL 33619, as Principal,
and Liberty Mutual Insurance Company, as Surety, located at 175 Berkeley Street, Boston, MA 02116
(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, (\$ 6,943,298.20) in
lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns,
jointly and severally, firmly by these presents. *Six Million Nine Hundred Forty-Three Thousand Two Hundred Ninety-Eight Dollars And 20/100

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, 20__ (date of bid award) between Principal and County for construction of Bid 22-115, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

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

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

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

IN WITNESS WHEREOF, this instrument is executed this 5th day of January, 2024.

ATTEST:

Witness Frank Criscola, Secretary

Witness Barry Hill

PRINCIPAL: Crisdel Group, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

Printed Name

Frank A Criscola, President
Title of Person Signing Above

ATTEST:

Witness William A. Drayton Jr.

Witness Dipal Savaliya

SURETY: Liberty Mutual Insurance Company
Printed Name

BY: (SEAL) _____
Attorney in Fact

Jaclyn Thomas

Printed Name

175 Berkeley Street, Boston, MA 02116
Business Address

**EXHIBIT III
PAYMENT OF STORED MATERIALS**

As regards payment for stored materials on Bid #23-444, and the inclusion by Crisdel Group, Inc. (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

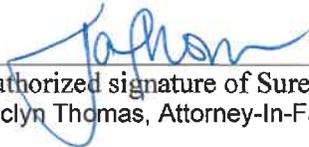
Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the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

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

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

Entered into this 5th day of January, 2024, by _____

Liberty Mutual Insurance Company (Name of Surety)



Authorized signature of Surety
Jaclyn Thomas, Attorney-In-Fact

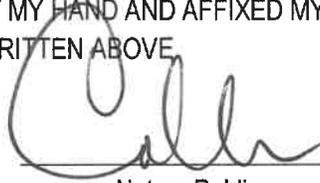
ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF New Jersey

COUNTY OF Middlesex

ON THE 9 DAY OF November, 2024 BEFORE ME PERSONALLY APPEARED Frank A. Criscola
_____ TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT
(S)HE IS THE President OF Crisdel Group, Inc. THE CORPORATION THAT EXECUTED THE FOREGOING
INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE
IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



Notary Public

CONCETTA MORAN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/18/2025

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 5th DAY OF January, 2024 BEFORE ME PERSONALLY APPEARED Jaclyn Thomas TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Liberty Mutual Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



Notary Public

ANDREA K MORAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 22, 2028



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207604-985316

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edward Reilly, Jaclyn Thomas; Kevin T. Walsh, Jr.; Krystal L. Stravato; Marisol Mojica; Michael Marino; Thomas MacDonald

all of the city of Whippany state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of April, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Lewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of January, 2024.



By: [Signature of Renee C. Lewellyn]

Renee C. Lewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY
Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits	\$3,908,755,039	Unearned Premiums	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks.....	19,372,953,698	Reserve for Dividends to Policyholders	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve	197,278,000
Agents' Balances or Uncollected Premiums	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	166,740,412	Other Liabilities	9,206,000,954
Other Admitted Assets.....	15,968,062,977	Total.....	\$47,860,270,390
Total Admitted Assets.....	<u>\$69,850,735,943</u>	Special Surplus Funds	\$195,696,103
		Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus.....	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

T. Mikolajewski

Assistant Secretary

🔗 fiscal.treasury.gov/surety-bonds/list-certified-companies.html*

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: Wisconsin.

Liberty Mutual Insurance Company

(NAIC #23043)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116.

PHONE: (617) 357-9500 .

UNDERWRITING LIMITATION b/: \$1,762,981,000.

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, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Massachusetts.

AM Best Rating Services

Liberty Mutual Insurance Company

BestLink 

AMB #: 002283 NAIC #: 23043 FEIN #: 041543470

Domiciliary Address

175 Berkeley Street
Boston, Massachusetts 02117

[United States](#)

Web: www.LibertyMutualGroup.com

Phone: 617-357-9500

Fax: 617-574-5955

AM Best Rating Unit: [AMB #: 000060 - Liberty Mutual Insurance Companies](#)

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



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

Based on AM Best's analysis, [051114 - Liberty Mutual Holding Company 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 (Excellent)
Affiliation Code: p (Pooled)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: August 10, 2023
Initial Rating Date: June 30, 1922

Best's Credit Rating Analyst

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

Long-Term Issuer Credit View Definition

Rating (Rating Category): a (Excellent)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: August 10, 2023
Initial Rating Date: November 23, 2004

Disclosure Information

Disclosure Information Form

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

Guarantor(s) - also see the Rating Disclosure Form for the following companies, as they guarantee rated debt issues for this company.

[051114 - Liberty Mutual Holding Company Inc.](#)

Press Release

[AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries](#)

August 10, 2023

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

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

Financial Strength Rating

Effective Date	Rating
August 10, 2023	A
July 27, 2022	A
June 29, 2021	A
June 26, 2020	A
May 30, 2019	A

Long-Term Issuer Credit Rating

Effective Date	Rating
August 10, 2023	a
July 27, 2022	a
June 29, 2021	a
June 26, 2020	a
May 30, 2019	a

Rated Issues

Issue Credit Ratings

Date Issued	Amount	Coupon	Issue	Type	Rating	Effective Date	Outlook / Implication
10/09/1997	500,000,000 USD	7.697%	Surplus Notes		bbb+	08/10/2023	Stable
10/16/1996	250,000,000 USD	7.875%	Surplus Notes		bbb+	08/10/2023	Stable
05/11/1995	150,000,000 USD	8.505%	Surplus Notes		bbb+	08/10/2023	Stable

(i) [Denotes Indicative Rating](#)

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
087060	Liberty Mutual Insurance Company CAB	Represents the Property/Casualty financials for the Canada Branch 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 #: [000060 - Liberty Mutual Insurance Companies](#).



[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.

Press Releases

<u>Date</u>	<u>Title</u>
Aug 10, 2023	AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Jul 27, 2022	AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Subsidiaries
Jun 29, 2021	AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Jun 26, 2020	AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Oct 22, 2019	AM Best Removes from Under Review With Positive Implications and Upgrades Credit Ratings of Nationale Borg Reinsurance N.V.
May 30, 2019	AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
May 16, 2018	A.M. Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries

Page size: 10 29 items in 3 pages

European Union Disclosures

A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

United Kingdom Disclosures

A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

Australian Disclosures

A.M. Best Asia-Pacific (Singapore) Pte. Ltd. (AMBAPS), Australian Registered Body Number (ARBN No. 35486928345), is a private limited company incorporated and domiciled in Singapore. AMBAPS is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 540265) under the Corporations Act 2001. Credit ratings emanating from AMBAPS are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAPS does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAPS Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAPS are the opinion of AMBAPS only and not any specific credit analyst. AMBAPS Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Dubai Disclosures

A.M. Best Europe - Rating Services Ltd. – DIFC Branch is a Credit Rating Agency registered with and regulated by the Dubai Financial Services Authority (DFSA).

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view [Guide to Best's Credit Ratings](#).



PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Crisdel Group, Inc. 8985 Palm River Road, Tampa, FL 33619 (hereinafter called the Principal) and Liberty Mutual Insurance Company 175 Berkeley Street, Boston, MA 02116 (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Massachusetts, 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 Total Amount Bid dollars (\$ 5% total amount 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 File No: #23-444 FPID No: 440603-1-54-01 - Fort Fraser Trail Extension - Winter Lake Road to Glendale Street

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 18 day of October 2023.

ATTEST:

Witness [Signature]
Witness Barry H. H.

PRINCIPAL: Crisdel Group, Inc.

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

Frank A. Ciccola
Printed Name

President
Title of Person Signing Above

ATTEST:

Witness Dipal Savaliya
Witness Ryan Gray

SURETY: Liberty Mutual Insurance Company
Printed Name

BY: [Signature] (SEAL)
Attorney in Fact

Jaclyn Thomas
Printed Name

175 Berkeley Street
Business Address

Boston, MA 02116

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.

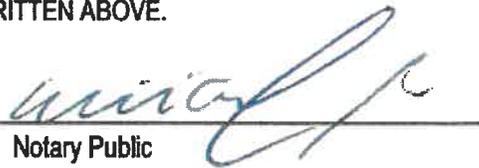
ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 18th DAY OF October, 2023 BEFORE ME PERSONALLY APPEARED Jaclyn Thomas TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Liberty Mutual Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



Notary Public

William A. Drayton Jr.
Notary Public
State of New Jersey
My commission expires April 9, 2026

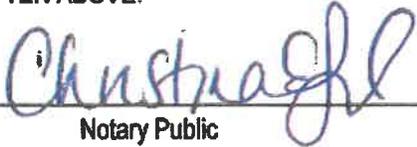
ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF New Jersey

COUNTY OF Middlesex

ON THE 19th DAY OF October, 20 23 BEFORE ME PERSONALLY APPEARED Frank A. Criscola, TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE President OF Crisdel Group, Inc. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



Notary Public

Christina E Lynch
NOTARY PUBLIC
State of New Jersey
ID # 50110122
My Commission Expires 8/8/2024

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JACLYN THOMAS

License Number : W690186

Non Resident Insurance License

Issue Date

• 0920 - NONRES GEN LINES (PROP & CAS)

10/15/2020

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in §§26.2615 or §48.305, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://difs.flds.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jimmy Patronis
Chief Financial Officer
State of Florida



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207804-985316

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edward Reilly, Jaclyn Thomas, Kevin T. Walsh, Jr., Krystal L. Stravato, Marisol Mojica, Michael Marino, Thomas MacDonald

all of the city of Whippany state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of April, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of October, 2023.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits	\$3,908,755,039	Unearned Premiums	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks.....	19,372,953,698	Reserve for Dividends to Policyholders	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve	197,278,000
Agents' Balances or Uncollected Premiums	7,929,876,358	Reserve for Commissions, Taxes and Other Liabilities	9,206,000,954
Accrued Interest and Rents	166,740,412	Total.....	\$47,860,270,390
Other Admitted Assets.....	15,968,062,977	Special Surplus Funds	\$195,696,103
Total Admitted Assets.....	<u>\$69,850,735,943</u>	Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus.....	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

T. Mikolajewski

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/04/2024

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Crisdel Group, Inc. 220 Ryan Street South Plainfield NJ 07080 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570103493391 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO106073106	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 1060732-06	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
A	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	WC106073006	04/01/2023	04/01/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project: Bid #23-444 - Fort Fraser Trail Extension Project. Polk County Building Division is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of Polk County Building Division, their officials, employees, agents and consultants in accordance with the policy provisions of the General Liability and workers' Compensation policies.

CERTIFICATE HOLDER Polk County Building Division 330 West Church Street PO Box 9005 Drawer GM02 Bartow FL 33830 USA	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



AM Best Rating Services

Zurich American Insurance Company

BestLink  AMB #: 002563 NAIC #: 16535 FEIN #: 364233459

Administrative Office

1299 Zurich Way
Schaumburg, Illinois 60196-1056

[United States](#)

Web: www.zurichna.com

Phone: 800-382-2150

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 050457 - Zurich Insurance Group Ltd](#)

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



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

Based on AM Best's analysis, [050457 - Zurich Insurance Group Ltd](#) 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:	November 22, 2023
Initial Rating Date:	June 30, 1922

Best's Credit Rating Analyst

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

Disclosure Information

Disclosure Information Form

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

Press Release

[AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries](#)

November 22, 2023

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Positive
Action:	Affirmed
Effective Date:	November 22, 2023
Initial Rating Date:	September 14, 2004

Financial Size Category View Definition

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

Rating History

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

Financial Strength Rating

Effective Date	Rating
November 22, 2023	A+
October 21, 2022	A+
October 01, 2021	A+
October 02, 2020	A+
September 25, 2019	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
November 22, 2023	aa-
October 21, 2022	aa-
October 01, 2021	aa-
October 02, 2020	aa-
September 25, 2019	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 #: [050457 - Zurich Insurance Group Ltd.](#)



[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.

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Press Releases

<u>Date</u>	<u>Title</u>
Nov 22, 2023	AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Oct 21, 2022	AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Oct 01, 2021	AM Best Revises Issuer Credit Rating Outlook to Positive for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Oct 02, 2020	AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Sep 25, 2019	AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Sep 19, 2018	A.M. Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Dec 08, 2017	A.M. Best Revises Outlooks to Stable for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Dec 01, 2016	A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates

Page size: 10 28 items in 3 pages

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A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

United Kingdom Disclosures

A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2024

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

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

PRODUCER Round Hill Risk Partners, LLC 97 Main Street Suite 202 Chatham NJ 07928	CONTACT NAME: Matthew Ferreras PHONE (A/C, No, Ext): (973) 577-2700 E-MAIL ADDRESS: mferreras@roundhillrisk.com	FAX (A/C, No): (973) 577-2699
	INSURER(S) AFFORDING COVERAGE	
INSURED Crisdel Group, Inc. 220 Ryan St South Plainfield NJ 07080	INSURER A: Arch Specialty Ins Co INSURER B: Allied World Nat'l Assurance Co INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 21199 10690

COVERAGES **CERTIFICATE NUMBER:** CL2333101311 **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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UXP105189800	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Umbrella Liability			0312-2946	04/01/2023	04/01/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000

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

Project:
Bid #23-444 – Fort Fraser Trail Extension

The Certificate holder is included as an Additional Insured for the Umbrella policy as per the coverages set down by underlying policies and per written contract

CERTIFICATE HOLDER Polk County Building Division P.O. Box 9005, Drawer GM02 330 West Church Street Bartow FL 33830	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 



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO106073106

Effective Date: 4/1/2023

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



ZURICH®

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 1060732-06	4/1/2023	4/1/2024	4/1/2023	30-380000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective 4/1/2023
Insured Cridel Group Inc.

Policy No. WC106073006

Endorsement No.
Premium \$

Insurance Company Zurich American Ins Co

AM Best Rating Services

Arch Specialty Insurance Company

BestLink  AMB #: 012523 NAIC #: 21199 FEIN #: 362545393

Administrative Office

Harborside 3 210 Hudson Street Suite 300
Jersey City, New Jersey 07311-1107

[United States](#)

Web: www.archinsurance.com

Phone: 201-743-4000

Fax: 201-743-4005

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 058459 - Arch Capital Group Ltd.](#)

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



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

Based on AM Best's analysis, [058459 - Arch Capital Group Ltd.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	March 11, 2024
Initial Rating Date:	April 30, 2002

Best's Credit Rating Analyst

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

Financial Analyst II: Christopher Pennings

Director: Steven M. Chirico, CPA

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

Disclosure Information

Disclosure Information Form

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

Press Release

[AM Best Affirms Credit Ratings of Arch Capital Group Ltd. and Subsidiaries](#)

March 11, 2024

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	March 11, 2024
Initial Rating Date:	October 26, 2004

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

AM Best has provided ratings & analysis on this company since 2002.

Financial Strength Rating

Effective Date	Rating
March 11, 2024	A+
March 16, 2023	A+
December 10, 2021	A+
December 04, 2020	A+
October 17, 2019	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
March 11, 2024	aa-
March 16, 2023	aa-
December 10, 2021	aa-
December 04, 2020	aa-
October 17, 2019	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 #: [058459 - Arch Capital Group Ltd.](#)



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Press Releases

<u>Date</u>	<u>Title</u>
Mar 11, 2024	AM Best Affirms Credit Ratings of Arch Capital Group Ltd. and Subsidiaries
Mar 16, 2023	AM Best Affirms Credit Ratings of Arch Capital Group Ltd. and Its Subsidiaries
Dec 10, 2021	AM Best Affirms Credit Ratings of Arch Capital Group Ltd. and Its Subsidiaries
Dec 04, 2020	AM Best Affirms Credit Ratings of Arch Capital Group Ltd. And Its Subsidiaries
Oct 17, 2019	AM Best Affirms Credit Ratings of Arch Capital Group Ltd. And Its Subsidiaries
Oct 11, 2018	A.M. Best Revises Outlooks to Stable for Arch Reinsurance Ltd. and Its Subsidiaries
Aug 30, 2017	A.M. Best Removes From Under Review, Affirms Credit Ratings of Arch Capital and Its Subsidiaries; Assigns Negative Outlooks

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Page size: 10

21 items in 3 pages

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United Kingdom Disclosures

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Dubai Disclosures

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AM Best Rating Services

Allied World National Assurance Company

BestLink  AMB #: 012526 NAIC #: 10690 FEIN #: 020493244

Administrative Office

199 Water Street
New York, New York 10038

[United States](#)

Web: www.awac.com

Phone: 646-794-0500

Fax: 212-635-5532

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 058218 - Allied World Assurance Company Hldgs Ltd](#)

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



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Based on AM Best's analysis, [058364 - Fairfax Financial Holdings Limited](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A (Excellent)
Affiliation Code: g (Group)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: May 03, 2023
Initial Rating Date: July 25, 2002

Long-Term Issuer Credit View Definition

Rating (Rating Category): a+ (Excellent)
Outlook (or Implication): Stable
Action: Upgraded
Effective Date: May 03, 2023
Initial Rating Date: January 09, 2006

Financial Size Category View Definition

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

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Guilherme Monteiro Simoes, CFA
Director: Gregory Dickerson
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

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

Press Release

[AM Best Upgrades Issuer Credit Ratings of Fairfax Financial Holdings Limited, Its Subsidiaries and Allied World Assurance Co.](#)
May 03, 2023

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

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

Rating History

AM Best has provided ratings & analysis on this company since 2002.

Financial Strength Rating

Effective Date	Rating
May 03, 2023	A
May 25, 2022	A
March 26, 2021	A
February 28, 2020	A
February 15, 2019	A

Long-Term Issuer Credit Rating

Effective Date	Rating
May 03, 2023	a+
May 25, 2022	a
March 26, 2021	a
February 28, 2020	a
February 15, 2019	a

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 #: [058218 - Allied World Assurance Company Hldgs Ltd.](#)



[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.

Press Releases

<u>Date</u>	<u>Title</u>
May 03, 2023	AM Best Upgrades Issuer Credit Ratings of Fairfax Financial Holdings Limited, Its Subsidiaries and Allied World Assurance Co.
May 25, 2022	AM Best Revises ICR Outlook to Positive for Fairfax Financial Holdings and Sub; Affirms Credit Ratings of Allied World Assurance
Mar 26, 2021	AM Best Affirms Credit Ratings of Allied World Assurance Company Holdings, Ltd and Its Subsidiaries
Feb 28, 2020	AM Best Affirms Credit Ratings of Allied World Assurance Company Holdings, Ltd and Its Subsidiaries
Feb 15, 2019	AM Best Downgrades Issuer Credit Ratings, Affirms Financial Strength Rating of Allied World Assurance Co., Ltd and Its Subs.
Dec 20, 2017	A.M. Best Removes From Under Review With Negative Implications, Affirms Credit Ratings of Allied World Assurance and Its Subs

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EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of New Jersey)
) SS
County of Middlesex)

Frank A. Criscola , being first duly sworn, deposes and says that:

1. They are President & COO of Crisdel Group, 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 _____ / Frank A. Criscola
Title President & COO

Subscribed and sworn to before me this 1st day of November, 20 23

Frank A. Criscola - President & COO

(Title)

My Commission expires September 5, 2028

Christine Marie Donelson

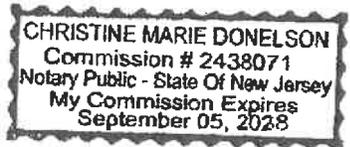


Exhibit VI-A
Subcontractor List

Work Activity	Firm performing work	Classification										Total	% of Total				
		Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%			Native American	%	Asian Indian American	%
General Conditions	Self Perform	\$ 1,014,435.01	100%													\$ 1,014,435.01	16.12%
Maintenance of traffic	Self Perform	\$ 575,280.00	100%													\$ 575,280.00	9.14%
Erosion Control	Self Perform	\$ 145,738.25	100%														
Signing	Traffic Control Devices of Florida, Inc			\$ 58,008.00	100%											\$ 58,008.00	0.92%
Pavement markings	Traffic Control Devices of Florida, Inc			\$ 18,960.00	100%											\$ 18,960.00	0.30%
Asphalt	Capital Paving, LLC	\$ 184,684.80	100%													\$ 184,684.80	2.93%
Clearing & Grubbing	Self Perform	\$ 311,655.00	100%													\$ 311,655.00	4.95%
Earthwork	Self Perform	\$ 734,921.75	100%													\$ 734,921.75	11.68%
Subbase/base	Self Perform	\$ 590,970.00	100%													\$ 590,970.00	9.39%
Drainage	Self Perform	\$ 210,889.15	100%													\$ 210,889.15	3.35%
Concrete	Self Perform	\$ 384,616.30	100%														
Wall/Curbs	Delamere industries Inc.																
Fencing	Delamere industries Inc.	\$ 115,900.00	100%													\$ 115,900.00	1.84%
Handrail	Delamere industries Inc.	\$ 11,220.00	100%													\$ 11,220.00	0.18%
Bridge	Denson Construction					\$ 1,693,154.50	100%									\$ 1,693,154.50	26.90%
Lighting	Traffic Control Devices of Florida, Inc			\$ 87,708.43	100%											\$ 87,708.43	1.39%
Signalization	Traffic Control Devices of Florida, Inc			\$ 98,835.01	100%											\$ 98,835.01	1.57%
Sodding	Sunbeil Sod			\$ 56,322.00	100%											\$ 56,322.00	0.89%
SubTotals		\$ 4,280,310.26	68.01%	\$ 319,833.44	5.08%	\$ 1,693,154.50	26.90%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,293,298.20	91.57%
Allowance																\$ 650,000.00	9.36%
TOTAL		\$ 4,280,310.26	61.65%	\$ 319,833.44	4.61%	\$ 1,693,154.50	24.39%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,943,298.20	

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 Hillsborough SS

Karen Wasielewski, being first duly sworn, deposes and says that:

1. They are President of Traffic Control Products, 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 Crisdel Group Inc. the Contractor for certain work in connection with Bid: #23-444, Ft. Fraser Trail Extension - Winter Lake Rd. to Glendale St.
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 Karen Wasielewski
Title President

Subscribed and sworn to before me this 4th day of January, 20 24

Boobie Jo Strong
Acct. Supervisor
(Title)

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 FL
County of Humane

Paul Hughes, being first duly sworn, deposes and says that

1. They are President of Delamere Industries, 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 Crisdel Group Inc. the Contractor for certain work in connection with Bid: #23-444, Ft. Fraser Trail Extension - Winter Lake Rd. to Glendale St.
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 [Signature]
Title President

Subscribed and sworn to before me this 4 day of January, 2024
Paul Hughes of Delamere Industries
President
(Title)

My Commission expires 2/7/2024 [Signature]

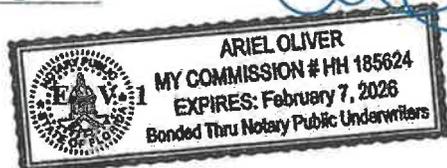


EXHIBIT V

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 POLK)

RAIPH F. DENSON, JR., being first duly sworn, deposes and says that:

1. They are PRESIDENT of DENSON CONSTRUCTION, 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 Crisdel Group Inc. the Contractor for certain work in connection with Bid: #23-444, Ft. Fraser Trail Extension - Winter Lake Rd. to Glendale St.
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 Ralph F. Denson, Jr.

Title PRESIDENT

Subscribed and sworn to before me this 8 day of January, 2024

(Title)

My Commission expires Aug. 20, 2025

Keyetta S. Clark

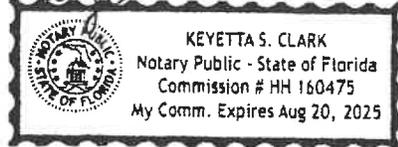


EXHIBIT V

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 Hillsborough^{SS}

Lesley Silva

, being first duly sworn, deposes and says that:

1. They are President of Sunbelt Sod & Grading Co., 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 Crisdel Group Inc. the Contractor for certain work in connection with Bid: #23-444, Ft. Fraser Trail Extension - Winter Lake Rd. to Glendale St.
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 Lesley Silva

Title President

Subscribed and sworn to before me this 4th day of January, 2024

[Signature]
(Title) Danielle Silva

My Commission expires _____

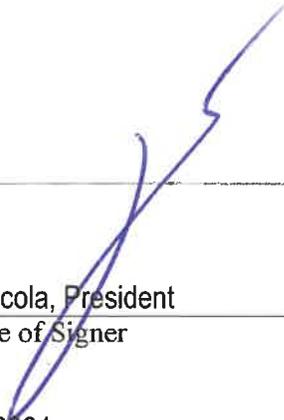


**EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE**

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 # 22-546

Crisdel Group, Inc.
Contractor


Signature

Frank A Criscola, President
Printed Name of Signer

January 9, 2024
Date

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

NAME OF PROJECT: **BID #23-444, Fort Fraser Trail Extension -Winter Lake Road to Glendale Street**

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>6,693,298.20</u>
WRITTEN AMOUNT (SPELL OUT)	
<u>six million six hundred and ninety three thousand two hundred and ninety eight</u>	DOLLARS
<u>twenty</u>	CENTS
2. CONTRACT TIME TO COMPLETE THIS PROJECT	<u>365</u> CALENDAR DAYS
3. NAME OF BIDDER: <u>Crisdel Group, Inc.</u>	
(typed or printed: firm, corporation, business or individual)	

CONTRACTOR'S LICENSE NUMBER

(Copy of License Attached)

CGC1524247

Frank A. Criscola

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. <u>1</u>	Date <u>09/27/2023</u>	Addendum No. <u>4</u>	Date <u>10/16/2023</u>
Addendum No. <u>2</u>	Date <u>10/06/2023</u>	Addendum No. <u>5</u>	Date <u>10/23/2023</u>
Addendum No. <u>3</u>	Date <u>10/10/2023</u>	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 November 1, 2023
(Bid Receiving Date)

BIDDER: Crisdel Group, Inc.

BY: _____
(Authorized Signature in ink)

Frank A. Criscola
(Printed Name of Signer)

President & COO
(Printed Title of Signer)

8985 Palm River Road, Tampa, FL 33619
Address City State Zip Code

813-940-3434
Telephone Number

frankc@crisdel.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 _____

CHRISTINE MARIE DONELSON
Commission # 2438071
Notary Public - State Of New Jersey
My Commission Expires
September 05, 2028

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF New Jersey County OF Middlesex

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 1st of Nov. 2023 (Date) by Frank A. Criscola (Name of officer or agent) as President & COO (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 1st of Nov 2023 (Date)

Christine Marie Donelson
(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number 2438071 Commission Expiration Date 9/5/2028

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 _____

BID 23-444 FT. FRASER TRAIL RXTENSION PROJECT

ADDENDUM 4 REVISED BID SHEET

Item #	UoM	Approx Qty	Item	Unit Price In Figures	Total Amount
ROADWAY ITEMS					
101 1	LS	1	MOBILIZATION	650,000.00	\$ 650,000.00
102 1	LS	1	MAINTENANCE OF TRAFFIC	521,500.00	\$ 521,500.00
102 3	CY	100	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	152.00	\$ 15,200.00
102 60	ED	4200	WORK ZONE SIGNS	0.40	\$ 1,680.00
102 74 1	ED	6360	CHANNELIZING DEVICE - TYPES I, II, DI, VP, DRUM OR LCD	0.20	\$ 1,272.00
102 74 8	FD	343200	CHANNELIZING DEVICE - PEDESTRIAN LCD	0.10	\$ 34,320.00
102 99	ED	84	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	15.00	\$ 1,260.00
102 115	ED	120	TYPE III BARRICADE	0.40	\$ 48.00
104 10 3	LF	15325	SEDIMENT BARRIER	3.25	\$ 49,806.25
104 12	LF	400	STAKED TURBIDITY BARRIER	8.90	\$ 3,560.00
104 15	EA	5	SOIL TRACKING PREVENTION DEVICE	17,700.00	\$ 88,500.00
104 18	EA	16	INLET PROTECTION SYSTEM	242.00	\$ 3,872.00
110 1 1	AC	7.0	CLEARING & GRUBBING	40,000.00	\$ 280,000.00
110 4 10	SY	1700	REMOVAL OF EXISTING CONCRETE	18.15	\$ 30,855.00
110 7 1	EA	2	MAILBOX, F&I SINGLE	400.00	\$ 800.00
120 1	CY	9503	REGULAR EXCAVATION	58.75	\$ 558,301.25
120 6	CY	3738	EMBANKMENT	47.25	\$ 176,620.50
160 4	SY	16200	TYPE B STABILIZATION	20.75	\$ 336,150.00
285 701	SY	12400	OPTIONAL BASE, BASE GROUP 01	20.55	\$ 254,820.00
334 1 12	TN	974	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	218.75	\$ 213,062.50
400 0 11	CY	9.6	CONCRETE CLASS NS, GRAVITY WALL INDEX 400.011	1,940.00	\$ 18,624.00
425 1 351	EA	1	INLET, CURB, TYPE P-5, <10'	11,300.00	\$ 11,300.00
425 1 521	EA	2	INLET, DITCH BOTTOM, TYPE C, <10'	6,860.00	\$ 13,720.00
425 1 910	EA	1	INLETS, CLOSED FLUME	10,360.00	\$ 10,360.00
425 2 41	EA	2	MANHOLE (P-7) (<10')	5,785.00	\$ 11,570.00
425 4	EA	2	INLETS, ADJUST	9,320.00	\$ 18,640.00
425 5	EA	3	MANHOLE, ADJUST	1,075.00	\$ 3,225.00
430 175 118	LF	75	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	227.55	\$ 17,066.25
430 175 124	LF	262	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	292.95	\$ 76,752.90
430 175 218	LF	70	PIPE CULVERT, OPTIONAL MATERIAL, OTHER ELIP/ARCH 18" S/CD	251.50	\$ 17,605.00
430 518 100	EA	2	STRAIGHT CONCRETE ENDWALLS, 18", SINGLE, 0 DEGREES, ROUND	3,625.00	\$ 7,250.00
430 518 122	EA	2	STRAIGHT CONCRETE ENDWALLS, 18", SINGLE, 0 DEGREES, ELLIPTICAL	3,470.00	\$ 6,940.00
430 524 100	EA	1	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	5,820.00	\$ 5,820.00
430 982 129	EA	1	MITERED END SECTION (OPTIONAL ROUND) (24" CD)	4,000.00	\$ 4,000.00
430 982 625	EA	2	MITERED END SECTION (OPTIONAL ROUND) (OTHER) (18" CD)	3,320.00	\$ 6,640.00
520 1 10	LF	883	CONCRETE CURB AND GUTTER, TYPE F	66.00	\$ 58,278.00
520 2 4	LF	170	CONCRETE CURB, TYPE D	73.00	\$ 12,410.00
522 1	SY	770	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	97.50	\$ 75,075.00
522 2	SY	1330	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	133.20	\$ 177,156.00
524 1 1	SY	18	CONCRETE DITCH PAVEMENT, NON REINFORCED 3"	309.35	\$ 5,568.30
527 2	SF	650	DETECTABLE WARNINGS	57.70	\$ 37,505.00
530 3 4	TN	47	RIPRAP, RUBBLE, F&I. DITCH LINING	257.30	\$ 12,093.10
550 10 120	LF	6660	FENCING, TYPE A, 5.1-6.0' HEIGHT, STANDARD	14.40	\$ 95,904.00
550 10 241	LF	570	FENCING, TYPE B, 7.1-8.0' HEIGHT, W/ BARB WIRE ATTMT	43.40	\$ 24,738.00
550 10 248	LF	170	FENCING, TYPE B, 7.1-8.0' HEIGHT, RESET EXISTING	40.40	\$ 6,868.00
550 60 222	EA	2	FENCE GATE, TYPE B, DOUBLE, 6.1-12.0' OPENING	4,326.00	\$ 8,652.00
570 1 2	SY	14900	PERFORMANCE TURF, SOD	6.65	\$ 99,085.00
580 1 1	EA	6	LANDSCAPE COMPLETE - SMALL PLANTS	391.15	\$ 2,346.90
SIGNING & PAVEMENT MARKING ITEMS					

BID 23-444 FT. FRASER TRAIL RXTENSION PROJECT

654 2 27	AS	4	RECT RAPID FLASHING BEACON, F&I SOL, COMPLETE SIGN ASSEMBLY	12,000.00	\$	48,000.00
700 1 11	AS	7	SINGLE SIGN POST, F&I GM, < 12 SF	490.00	\$	3,430.00
700 1 12	AS	2	SINGLE SIGN POST, F&I GM, 12-20 SF	2,150.00	\$	4,300.00
700 1 50	AS	15	SINGLE SIGN POST, RELOCATE	440.00	\$	6,600.00
700 1 60	AS	5	SINGLE SIGN POST, REMOVE	35.00	\$	175.00
705 10 3	EA	18	OBJECT MARKER, TYPE 3	230.75	\$	4,153.50
705 10 4	EA	2	OBJECT MARKER, TYPE 4	230.75	\$	461.50
711 11 123	LF	990	THERMOPLASTIC, STD, WHITE, SOLID, 12' FOR CROSSWALK AND ROUNDABOUT	4.60	\$	4,554.00
711 11 125	LF	785	THERMOPLASTIC, STD, WHITE, SOLID, 24' FOR STOP LINE AND CROSSWALK	9.25	\$	7,261.25
711 17 1	SF	930	THERMOPLASTIC, REMOVE	4.60	\$	4,278.00
STRUCTURAL ITEMS						
285 7	SY	42	OPTIONAL BASE, GRADED AGGREGATE, 6"	79.50	\$	3,339.00
400 2 4	CY	74	CONCRETE CLASS II, SUPERSTRUCTURE	923.00	\$	68,302.00
400 2 10	CY	18	CONCRETE CLASS II, APPROACH SLAB	1,385.00	\$	24,930.00
400 4 5	CY	76	CONCRETE CLASS IV, SUBSTRUCTURE	1,095.00	\$	83,220.00
415 1 4	LB	18341	REINFORCING STEEL, SUPERSTRUCTURE	1.75	\$	32,096.75
415 1 5	LB	5490	REINFORCING STEEL, SUBSTRUCTURE	1.75	\$	9,607.50
415 1 9	LB	1952	REINFORCING STEEL, APPROACH SLAB	1.75	\$	3,416.00
455 35 21	LF	816	STEEL PILING, 20" DIA. PIPE	405.00	\$	330,480.00
460 7 21	SF	1823	PREFABRICATED STEEL TRUSS PEDESTRIAN BRIDGE	757.00	\$	1,380,011.00
515 2 211	LF	110	PEDESTRIAN / BICYCLE RAILING, STEEL, 42" TYPE I	117.70	\$	12,947.00
700 2 14	AS	1	MULTI-POST SIGN, F&I, 31-50 SF (BRIDGE ROOF)	8,825.00	\$	8,825.00
SIGNALIZATION ITEMS						
630 2 11	LF	50	CONDUIT, F&I, OPEN TRENCH	27.10	\$	1,355.00
630 2 12	LF	340	CONDUIT, F&I, DIRECTIONAL BORE	46.15	\$	15,691.00
632 7 1	PI	2	SIGNAL CABLE, NEW OR RECONSTRUCTED INTERSECTION, F&I	7,730.00	\$	15,460.00
635 2 11	EA	3	PULL & SPLICE BOX, F&I, 13"x24" COVER SIZE	1,960.00	\$	5,880.00
635 3 40	EA	7	JUNCTION BOX, RELOCATE	1,500.00	\$	10,500.00
646 1 11	EA	7	ALUMINUM SIGNALS POLE, PEDESTAL	2,710.00	\$	18,970.00
646 1 60	EA	5	ALUMINUM SIGNALS POLE, REMOVE	520.00	\$	2,600.00
653 1 11	AS	5	PEDESTRAIN SIGNAL, F&I, LED COUNTDOWN, 1 WAY	930.00	\$	4,650.00
653 1 12	AS	4	PEDESTRAIN SIGNAL, F&I, LED COUNTDOWN, 2 WAYS	1,845.00	\$	7,380.00
665 1 11	EA	12	PEDESTRIAN DETECTOR, F&I, STANDARD	230.00	\$	2,760.00
670 5 400	AS	2	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	692.00	\$	1,384.00
678 1 104	EA	2	CONTROLLER ACCESS, F&I, LOAD SWITCH	305.00	\$	610.00
LIGHTING ITEMS						
630 2 11	LF	260	CONDUIT, F&I, OPEN TRENCH	23.65	\$	6,149.00
635 2 11	EA	5	PULL & SPLICE BOX, F&I, 13"x24" COVER SIZE	1,675.00	\$	8,375.00
715 1 12	LF	310	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8-6	3.70	\$	1,147.00
715 1 13	LF	1375	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 4 TO NO. 2	10.85	\$	14,918.75
715 11 211	EA	17	LUMINAIRE, F&I-REPLACE EXISTING LUM. ON EX. POLE/ARM, ROADWAY, COBRA HEAD	1,790.00	\$	30,430.00
715 11 500	EA	17	LUMINAIRE, REMOVE	271.00	\$	4,607.00
715 61 111	EA	1	LIGHT POLE COMPLETE, F&I, STANDARD POLE FOUNDATION, 30' MOUNTING HEIGHT, 8' ARM LENGTH	12,920.00	\$	12,920.00
715 61 452	EA	1	LIGHT POLE COMPLETE, F&I, STANDARD POLE FOUNDATION, 46' MOUNTING HEIGHT, 15' ARM LENGTH	16,380.00	\$	16,380.00
715 69 000	EA	1	LIGHT POLE COMPLETE, REMOVE POLE AND FOUNDATION	1,040.00	\$	1,040.00
715 500 1	EA	2	POLE CABLE DISTRIBUTION SYSTEM, F&I, CONVENTIONAL	1,442.00	\$	2,884.00
PROJECT CONTINGENCY						
999-904	\$	1	BRIDGE	\$ 150,000.00	\$	150,000.00
999-905	\$	1	TRAIL	\$ 150,000.00	\$	150,000.00
999-906	\$	1	MISCELLANEOUS	\$ 100,000.00	\$	100,000.00
TOTAL (Basis of Award)						\$ 6,693,298.20

BID 23-444 FT. FRASER TRAIL RXTENSION PROJECT

Crisdel Group, Inc.

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 23-444

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 #22-546.
- 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 1st day of November, 20 23

Name of Firm Crisdel Group, Inc.

By _____ / Frank A. Criscola

President & COO
Title of Person Signing

Subscribed and sworn to before me this 1st day of November, 20 23

Frank A. Criscola - President & COO

(Title)

My Commission expires 9/5/2028

CHRISTINE MARIE DONELSON
Commission # 2438071
Notary Public - State Of New Jersey
My Commission Expires
September 05, 2028



Re: Fort Fraser Trail Extension
Date: October 18, 2023
Crisdel Bid No. 18394
To: Polk County

Project No

Required Information

Qualification Projects

- 1)
 - a Project Name/Description: 20th Street NW
Widening of 20th Street NW Largo, maintenance of pedestrian and vehicular traffic asphalt resurfacing, new storm sewer, coordination with private utility relocations
 - b Owner's Name/Contact Person/Phone/Email City of Largo / Brent Larson / 727-587-6713 ext 4412 / blarson@largo.com
 - c Superintendent's Name Robert Horan
 - d Project Contract Value/Year Completed \$ 1,500,000.00 / 2023

- 2)
 - a Project Name/Description: Bayshore Boulevard Improvements Phase 3
New storm Drainage, curb, grassing, asphalt resurfacing along Bayshore Boulevard Howard Avenue to Bay to Bay Blvd
 - b Owner's Name/Contact Person/Phone/Email City of Tampa / James King / 813-781-7023 / james.king@tampagov.net
 - c Superintendent's Name James Bailey
 - d Project Contract Value/Year Completed \$ 1,726,000.00 / 2020

- 3)
 - a Project Name/Description: St Petersburg Pier Gateway Project
Roadway reconstruction of 2nd Ave North St Petersburg
New storm sewer, curbs, sidewalks, asphalt pavement
 - b Owner's Name/Contact Person/Phone/Email City of St Petersburg / Mike Ryle / 727-893-7400 / michael.ryle@stpete.org
 - c Superintendent's Name Jeff Dekovitch
 - d Project Contract Value/Year Completed \$ 1,500,000.00 / 2021

**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 <http://vendordirectory.polk-county.net/default.aspx?id=0> , 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. Bridge Construction	
<u>Denson Construction Inc.</u>	<u>Contacted by email and phone on November 20, 2023</u>
<u>4270 Holden Road</u>	<u>Denson Construction was our low bridge subcontractor</u>
<u>Lakeland, FL 33811</u>	<u>Denson Construction will be utilized on this project</u>
<u>Pete Denson (813) 267-8357</u>	<u>_____</u>
<u>DBE/MBE</u>	<u>_____</u>
2. Grassing	
<u>Sunbelt Sod & Grading Co.</u>	<u>Contacted by email and phone on November 20, 2023</u>
<u>819 9th Street NE</u>	<u>Sunbelt Sod was our low grassing subcontractor</u>
<u>Ruskin, FL 33570</u>	<u>Sunbelt Sod will be utilized on this project</u>
<u>Lesley Silva (813) 641-9855</u>	<u>_____</u>
<u>DBE/MBE</u>	<u>_____</u>
3. Signalization/Lighting/Signage/Striping	
<u>Traffic Control Products of Florida Inc.</u>	<u>Contacted by email on November 20, 2023</u>
<u>5514 Carmack Road</u>	<u>TCP was our low signal/lighting/signage/striping subcontractor</u>
<u>Tampa, FL 33610</u>	<u>TCP will be utilized on this project</u>
<u>Karen Wasielewski (813) 621-8484</u>	<u>_____</u>
<u>DBE</u>	<u>_____</u>
4. Hauling	
<u>Sapphire Preferred Inc.</u>	<u>Contacted by phone on November 20, 2023</u>
<u>6495 Ulmerton Rd</u>	<u>However, Sapphire Preferred Inc. was not the low</u>
<u>Largo, FL 33771</u>	<u>hauling contractor</u>
<u>Yamie Torres (813) 422-1451</u>	<u>_____</u>
<u>DBE</u>	<u>_____</u>
5. Hauling	
<u>Tulipan Trucking LLC</u>	<u>Contacted by phone on November 20, 2023</u>
<u>4051 Benson Ave N</u>	<u>However, Tulipan Trucking LLC was not the low</u>
<u>St Petersburg, FL 33713</u>	<u>hauling contractor</u>
<u>Feliciano Camacho (786) 768-0925</u>	<u>_____</u>
<u>DBE</u>	<u>_____</u>

**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. OSHA Approved Slopes	LF	407	\$ 10.00	\$ 4,070.00
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
			Total	\$ 4,070.00

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: Crisdel Group, Inc.
Address: 220 Ryan Street
South Plainfield, NJ 07080

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.)

Frank A Criscola
Printed Name

President
Title


Signature

January 9, 2024
Date

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that Crisdel Group, 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 Frank A Criscola, President

January 9, 2024

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 9TH day of January, 20 24

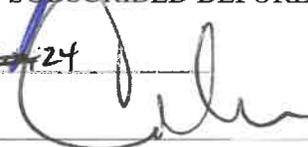
Name of Firm Crisdel Group, Inc.

By _____

Frank A Criscola, President
Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This 9 day of January, 20 24

Notary Public: 

My Commission Expires: CONCETTA MORAN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/18/2025

**EXHIBIT XXII: 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 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 further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

Frank A Criscola, President

COMPANY NAME: Crisdell Group, Inc. _____

DATE: January 9, 2022 _____

EXHIBIT XXIII: 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 Crisdel Group, 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, Crisdel Group, 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 _____

Name and Title of Contractor's Authorized Official Frank A Criscola, President

Date January 9, 2024

ADDENDUM #5

BID# 23-444

FORT FRASER TRAIL EXTENSION – WINTER LAKE ROAD TO GLENDALE STREET

Clarification:

Due to gopher tortoise permitting reasons with the FFWCC, construction on the project is required to be phased. Phase I work will consist of all work located to the (a) west of the centerline of CR 37B (Lakeland Highlands Rd); (b) east of States Street. Phase II work is allowed to start no sooner than May 1, 2024, and is located to the east of the centerline of CR 37B (Lakeland Highlands Rd) and west of States Street.

October 23, 2023

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

**ADDENDUM #5
BID# 23-444**

**FORT FRASER TRAIL EXTENSION – WINTER LAKE
ROAD TO GLENDALE STREET**

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: **Bid extension date and Clarification.**

The Bid Receiving Date has been extended one (1) week. The **revised** Bid Receiving Date is Wednesday, November 1, 2023.

Ken Brush

Ken Brush
Procurement Contracts Manager
Procurement Division

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

Signature: 
Printed Name: Frank A. Criscola
Title: President & COO
Company: Crisdel Group, Inc.

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

Signature:



Printed Name:

Frank A. Criscola

Title:

President & COO

Company:

Crisdel Group, Inc.

October 16, 2023

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

**ADDENDUM #4
BID# 23-444**

**FORT FRASER TRAIL EXTENSION – WINTER LAKE
ROAD TO GLENDALE STREET**

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: **Bid extension date and Revised Bid Sheet**

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, October 25, 2023.

Revised Addendum 4 Revised Bid Sheet located on the County's FTP Site:

To receive a copy of **Addendum 4 Revised Bid Sheet**, 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 23-444 Fort Fraser Trail Extension - Winter Lake Road to Glendale Street.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 Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

BID 23-444
FORT FRASER TRAIL EXTENSION – WINTER LAKE ROAD
TO GLENDALE STREET
ADDENDUM #3

Question 1: Pay item 654-2-27, the plans call out four (4 AS) assemblies. The bid form only calls out two (2 AS) assemblies. Please provide clarification as to the correct quantity.

Answer: 4 AS is the correct quantity, as indicated on sheets 142 & 143. 2 AS, shown on sheet 3, is not correct.

Question 2: The plans call out pay item 700-2-9 (18 each). The bid form does not have this pay listed. Is it the county's intent to pay for this item under pay item #705-10-3?

Answer: The OM3-L/R signs called out in plans (sheets 143, 144, 145, 146, 147) as 700-25-9 are intended to be paid as item 705-10-3. Please be advised of the note pertaining to this item on sheet 3.

Question 3: The plans call out pay item 671-2-40 (2 AS). The bid form does not have this pay listed. Is it the county's intent to pay for this item under pay item #670-5-400?

Answer: Yes, the items called out in the plan as 671-2-40 are intended to be paid as 670-5-400 and is intended to cover minor work associated with the signal cabinets related to the pedestrian signalization additions/replacements.

Question 4: Pay item #700-2-12 is not detailed in the plans. Can you provide more information (i.e. sign panel detail, I-Beam type and sizes.)? Installation location / offset?

Answer: No quantities for 700-2-12 are anticipated – this item will be removed from the item summary.

Question 5: Existing pull boxes, that require adjustment, do not currently have concrete aprons. Will the contractor be required to install concrete aprons after the pull boxes are adjusted to grade?

Answer: Yes, where boxes are to be adjusted, they shall require collars. All boxes that require adjustment shall comply with the standard plans, specifically 635-001.

Signature:

Printed Name:

Frank A. Criscola

Title:

President & COO

Company:

Crisdel Group, Inc.

October 10, 2023

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

**ADDENDUM #3
BID# 23-444**

**FORT FRASER TRAIL EXTENSION – WINTER LAKE
ROAD TO GLENDALE STREET**

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: questions and answers received.

Revised Addendum 3 Revised Bid Sheet located on the County's FTP Site:

To receive a copy of **Addendum 3 Revised Bid Sheet**, 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 23-444 Fort Fraser Trail Extension - Winter Lake Road to Glendale Street.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 Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Question 7: Does the Contractor have to notify the Sheriff's office in advance of any work on their property?

Answer: The contractor will have to make sure they secure the site during construction. But they will not have additional costs for supervision. The construction will not be able to start until the PCSO moves the property/evidence stored at fleet to a new location.

BID 23-444
FORT FRASER TRAIL EXTENSION – WINTER LAKE ROAD
TO GLENDALE STREET
ADDENDUM #2

CLARIFICATION: During the mandatory pre-bid meeting held on Monday, September 25, 2023, it was stated that an original bid bond would have to be submitted by the bid due date for those choosing to submit electronically. An original bid bond is only required prior to the recommendation of award by the lowest responsive, responsible bidder.

Question 1: Is there a .KMZ file for the project, if so, please provide it.

Answer: A KMZ file was not created for the final design.

Question 2: Please provide the Summary of Quantities or take off sheets for the Project.

Answer: Quantities were generated in AutoCAD without preparing a Summary of Quantities or Takeoff Sheets.

Question 3: Is it the intent to coat the weathering steel per note on Sheet B-4, Section 9.A.V?

Answer: Yes, that is the intent.

Question 4: Please verify the quantities for 0430-982-125 and 0430-982-625, there seems to be an inconsistency between the Summary of Pay Items and the Plan Sheets. There is also a calculation error on the summary of Drainage Structures Table in the 24" and 18" Ellip. plan qty totals.

Answer: The quantity for Pay Item 430-982-125 should be 0. The quantity for Pay Item 430-982-625 should be 2. **See Addendum 2 Revised Bid Sheet on the County's FTP Site.**

Question 5: Please provide station and offsets for the soil borings that are listed in the plans.

Answer: Please see the geotechnical reports for the project.

Question 6: Please provide the engineers quantities for excavation and embankment on the CROSS-SECTION sheets.

Answer: Earthwork quantities were generated by overlaying existing and proposed 3D models and not by average end area method. Earthwork quantities are not available by cross section. A revision is being issued with a revised excavation quantity and CADD files are also being provided that were used to generate the earthwork quantities.

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

Signature: _____

Printed Name: Frank A. Criscola

Title: President & COO

Company: Crisdel Group, Inc.

October 6, 2023

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

**ADDENDUM #2
BID# 23-444**

**FORT FRASER TRAIL EXTENSION – WINTER LAKE
ROAD TO GLENDALE STREET**

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: questions and answers received and clarification.

Revised Addendum 2 Revised Bid Sheet located on the County's FTP Site:

To receive a copy of **Addendum 2 Revised Bid Sheet, CADD Files, and Sealed PDF with Revised Sheets**, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevondor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "**Bid 23-444 Fort Fraser Trail Extension - Winter Lake Road to Glendale Street.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 Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

BID 23-444
FORT FRASER TRAIL EXTENSION – WINTER LAKE ROAD
TO GLENDALE STREET
ADDENDUM #1

Question 1: Is QC testing and pile testing on the contractor?

Answer: QC is the responsibility of the contractor and final inspection on the County (CEI – Jacobs Engineering).

Question 2: Are there any specific bridge manufacturers required for this bid?

Answer: We provided criteria, but no manufacturer specified.

Question 3: What is in the soils mound?

Answer: Please review the ***Ft Fraser Trail – Final Geotech Report*** dated January 2022 located on the County's FTP Site:

To receive a copy of Specifications and Drawings, please go to 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 23-444 Fort Fraser Trail Extension - Winter Lake Road to Glendale Street.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 Michael Guerrero at michaelguerrero@polk-county.net.

September 27, 2023

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

**ADDENDUM #1
BID# 23-444**

**FORT FRASER TRAIL EXTENSION – WINTER LAKE
ROAD TO GLENDALE STREET**

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: questions and answers received.

Michael Guerrero

Michael Guerrero
Sr. Procurement Analyst
Procurement Division

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

Signature: _____
Printed Name: Frank A. Criscola
Title: President & COO
Company: Crisdel Group, Inc.

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

BIDDING REQUIREMENTS AND CONTRACT DOCUMENTS FOR:

Fort Fraser Trail Extension – Winter Lake Road to Glendale Street

BID FILE NO: #23-444

FPID NO: 440603-1-54-01

COUNTY PROJECT: 5400183

ISSUE DATE: September 12, 2023

PROCUREMENT DIVISION

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

**Sr. Procurement Analyst: Michael Guerrero
E-Mail: michaelguerrero@polk-county.net
Main Number: (863) 534-6757
Fax: (863) 534-6789**

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- VI-A SUBCONTRACT LIST
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- XV MATERIALS AND EQUIPMENT STORED ON-SITE
- XVI ALLOWANCE AUTHORIZATION RELEASE (AAR)
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- XVIII CERTIFICATE OF COMPLIANCE
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- XXIV SCRUTINIZED COMPANIES CERTIFICATION
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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: 23-444, Fort Fraser Trail Extension – Winter Lake Road to Glendale Street

Description: Furnish all labor, materials, supervision, and equipment necessary for bridge, roadway and trail construction including clearing and grubbing, maintenance of traffic, erosion control, drainage, signing and pavement markings, lighting, traffic signal modification and pedestrian features in accordance with plan sheets and project manual outlined in the bid documents.

Receiving Period: Wednesday, October 18, 2023, Prior to 2:00p.m.

Bid Opening: Wednesday, October 18, 2023, 2:00p.m.

Special Instructions: A **MANDATORY** pre-bid conference will be held Monday, September 25, 2023, 9:00 a.m. at the County Administration Building, located at 330 West Church Street, Bartow, FL 33830, fourth floor Conference Room 413. 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 Submittal will be considered non-responsive. Attendance will be taken prior to the start and end of the meeting. A **VOLUNTARY** site visit will immediately follow.

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	23-444
Bid Title	Fort Fraser Trail Extension - Winter Lake Road to Glendale Street
Due Date/Time:	October 18, 2023, 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 michaelquerrero@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 23-444 – Title of Document”

For Excel Bid Sheets “Bid 23-444 – 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 Michael Guerrero at michaelguerrero@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: Fort Fraser Trail Extension – Winter Lake Road to Glendale Street

BID
NUMBER:
23-444

BID BOND IS REQUIRED

PUBLIC CONSTRUCTION BOND IS REQUIRED

PRE-BID CONFERENCE: **MONDAY, SEPTEMBER 25, 2023, 9:00 a.m. COUNTY
ADMINISTRATION BUILDING, ROOM 413**

BID DUE/DATE/TIME: OCTOBER 18, 2023, PRIOR TO 2:00P.M.

DATE/TIME OF BID OPENING: 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: OCTOBER 9, 2023

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 or electronically. 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 pages 83-86.
- 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 Construction Bond
 - Exhibit III, Payment of Stored Materials
 - Exhibit V, Non-Collusion Affidavit of Subcontractor
 - Exhibit VI-A, Subcontractor List
 - Exhibit VI-B, Good Faith Effort Documentation
 - Exhibit VII, Trench Safety Act Compliance
 - Exhibit VIII, Equal Employment Opportunity
 - Exhibit IX, Drug-Free Work Place Form
 - Exhibit X, Safety Requirements/Regulations
 - Exhibit XVIII, Certificate of Compliance
 - Exhibit XIX, Affidavit Certification Immigration Laws
 - Exhibit XXI, Scrutinized Companies Certification
 - Exhibit XXV, Employment Eligibility Verification (E-Verify) Certification
 - 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 <http://www.polk-county.net/procurement/procurement-bids> "Notice of Bids" to ensure that all available information, addenda, has been received prior to submitting a bid. The County shall not be responsible for oral instructions.

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

1.13 Unless exempt under Florida Statute, Bidder should furnish a copy of either their State of Florida Contractor Certification or their Florida Registration showing they are licensed in Polk County with its Bid Submittal. The Certification or Registration must be current and effective as of the Bid Submittal date and must be maintained throughout the life of the contract.

2.0 Pre-Qualifications

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

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

3.0 Joint Venture

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

4.0 Bid Errors

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

5.0 No Bid

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

6.0 Discounts

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

7.0 Material and Construction

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

8.0 Conflict of Interest

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

9.0 Assignment of Contract

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

10.0 Recommendation of Bid Award/Rejection of Bids

10.1 A bid may be recommended for award by the Procurement Director to the lowest responsive and responsible Bidder, provided that Bidder's bid submittal is considered (within the sole discretion of said Procurement Director) reasonable, in the best interest of County to recommend, and no bid protest has been filed. Unless otherwise noted, the basis of recommendation will either be the Base Bid, the Base Bid plus all alternates or any combination thereof, whichever is in the best interest of the County or may be determined by the availability of funds. Should the basis of award be the Base Bid plus selected alternates, the priority of the selection of those alternates will be set forth in the Supplementary Conditions if applicable. The successful Bidder to whom a bid is recommended for award will be so notified by County staff. The Procurement Director, however, at their sole discretion, reserves the right to reject any and all bid submittals or to waive any informality concerning the bid submittal whenever such rejection or waiver is in the best interest of the County. The Procurement Director, likewise, reserves the right to reject the bid submittal of any Bidder who has previously failed to perform properly or to complete on time, contracts of a similar nature; or who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, materialmen or employees.

10.2 As part of the recommendation of award by the Procurement Director, any actual bidder or proposed bidder who is allegedly aggrieved in connection with the solicitation or pending recommendation of award of a contract may protest to the Procurement Director, in accordance with the Procurement Policies and Procedures Manual. The procedures are available at the Polk County Procurement Division at (863) 534-6757. Any person who wishes to file a protest regarding the recommendation of award may do so by submitting a non-refundable cashier's check in the amount of \$1,000.00 with their initial protest. Failure to follow the bid protest procedure requirements with the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims. If no protests are received, the Procurement Director will work with the Procurement Analyst assigned to this bid to coordinate that the contract documents are executed by the recommended Bidder and placed on a Board agenda for approval by the Board and execution by the Chairman of the Board.

11.0 Approval of Contract

The recommended Bidder will be required to execute the contract documents as outlined in the bid package including, the Public Construction Bond, all signed exhibits and other required information stated in the supplemental conditions or any addendums. The executed documents should be returned to procurement within 10 working days of the documents being sent by procurement to the Bidder for execution. After the executed documents are received back by procurement they will be

given to the County Attorney's Office for approval to be added to a Board agenda for Board approval and execution by the Chairman of the Board.

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

12.0 Security Forfeiture

If after Bidder's receipt of a notice of recommendation for award the successful Bidder refuses or otherwise neglects to execute and deliver the required Contract documents, including the Public Construction Bond, all signed exhibits, required insurance documents and other required information stated in the supplemental conditions or addendums within a reasonable time, the amount of the Bidder's bid security (Bid Bond) shall be forfeited and the recommendation of award 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 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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract or provide any 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 in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. [(Florida Statutes Section 287.012(11)(16), Section 287.058, Section 287.133, paragraph (2)(a)] By submitting this bid, bidder hereby certifies that they have complied with said statute.

19.0 Preference for Drug-Free Workplace

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

20.0 Requirement to list Subcontractors

The successful Contractor shall provide a list of all proposed subcontractors, other persons or entities (including those who are to furnish materials or equipment fabricated to a special design), the associated costs, and company classification on Exhibit VI-A, Subcontractor List, upon request by Procurement Staff. 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 Local Preference (Intentionally omitted for FDOT State Funded Projects)

29.0 Vendor Preference (Intentionally omitted for FDOT State Funded Projects)

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 and Public Construction Bond and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

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

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

2.9. The term “**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 and Public Construction Bonds, all Addenda issued by the County, Certificates of Insurance, Permits, Notice of Award, Allowance Authorization Release Form, Change Order Form, Substantial Completion Form and Final Completion Form duly delivered after execution of Contract.

2.15. 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-work days 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 Public Construction Bond and Other Bonds

- 6.1.1. The **Contractor** shall furnish a Public Construction Bond, unless otherwise stated in the Invitation for Bid, in an amount equal to the amount recommended for award, 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 Compensation:	Statutory

- 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 Excel:	\$5,000,000
Umbrella Liability:	
Contractors Pollution Legal Liability:	<u>\$5,000,000</u>

Regarding Completed Operations Liability:	Continue coverage in force for two (2) years after County's acceptance of the project.
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- 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. The Schedule of Values established as provided in General Conditions 3.5.2.2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the **Construction Project Manager** and the **County Project Manager**. Progress payments using unit prices bid will be based on the number of units completed. Lump sum bids do not have a provision for a unit price adjustment.
- 17.1.2. The Schedule of Values will include a breakdown of divisions of the work in a manner that will identify Subcontractors by the classification of their work according to any accepted numerical sequence, such as AIA numerical classification. Any Subcontractor identified by the **Contractor**, as a Woman/Minority Business Entity shall be noted in the schedule of values on a separate line of the schedule of values with an extension to the numerical classification used to identify the particular division of work. The extension will be according to the following: 002- Woman Business Enterprise; 003 – African American Enterprise; 004 – Hispanic American; 005 – Asian Pacific American Business; 006 – Native American Business; and 007 – Asian-Indian American Business.

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. Substantial Completion is 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.
- 17.5.2. When the **Contractor**, with concurrence from the **County**, considers that the Work is substantially complete, a pre-final walk through will be scheduled to generate the punch list. The **Contractor** shall proceed promptly to complete and correct items on the list. Failure to include an item on this list does not relieve the **Contractor** of the responsibility to complete all Work in accordance with the Contract Documents. When the **Contractor** has completed the punch list items, they shall request the final walk through. If after the final walk through, the **County** determines the project has been completed in accordance with the Contract Documents, the certificate of substantial completion will be issued to the **Contractor**. The Certificate of Substantial Completion shall include a list of items (contract close-out documents such as, As-Builts, Final Pay request, etc.) which have not been completed or corrected at the time of the final walk through, but shall be completed prior to expiration of authorized Contract Time. The Certificate of Substantial Completion shall be submitted to the **Contractor** for their written acceptance and then to the **County** for acceptance and issuance.

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** understands and acknowledges that this Contract will be void in the event the conditions stated in Florida Statutes, Section 287.133, relating to conviction for a public entity crime apply to the **Contractor**.

20.8. 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: RML0@POLK-COUNTY.NET

20.9. Survival of Representations and Warranties

20.9.1. 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 shall be evaluated during and after completion of the project. The evaluation shall be conducted in accordance with the Procurement Procedures as stated in the Procurement Procedures Manual.

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 \$50,000 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 Contractors requisition from the supplier and the suppliers quote to the Contractor, the County will issue a purchase order to the supplier for the item selected for ODP to be delivered to the project site. The approved purchase order will be sent to the supplier and the Contractor. The Contractor shall verify that the purchase order was issued correctly. A separate sales tax savings form and a separate purchase order shall be used for each item selected for ODP.

After the County has affirmed that the items contained in the purchase order meets the exemption requirements contained in Section 212.08(6), Florida Statute, and Rule 12A-1.094, Florida Administration Code, the County will issue a Certificate of Entitlement. A Certificate of Entitlement will be issued with each purchase order for each ODP. The original Certificate of Entitlement accompanied by the County approved purchase order, the Contractors requisition to the supplier and the suppliers quote for the selected ODP item will be placed on file with the Florida Department of Revenue. The Contractor and supplier will be issued copies from the County.

EXPEDITING

The Contractor shall be responsible for expediting delivery to ensure that ODP item(s) is received on time to maintain the construction schedule.

RECEIPT

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the project. The Contractor shall be responsible for receiving, warranting, insuring the proper installation and operation of all materials and equipment required for the project, including all ODP items.

BILLINGS/PAYMENTS

All ODP's shall be billed to the County in care of the Contractor.

The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the County.

The Contractor shall prepare a direct purchase report for the County upon submittal of each pay request.

OTHER CONSIDERATIONS

The County shall have title to all items of which any payment has been made under these provisions.

The selection of ODP for any item contained within the bid does not relieve the Contractor from liability for that item as it may be related to the quantity ordered, condition, the maintenance and care of the item when delivered, installation, incorporation of the item for its intended use in the work to be performed, and warranty of the item in accordance with the contract documents. The Contractor shall maintain products liability insurance, which shall include ODP items, as required for the normal practice of general contracting.

The County shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with these provisions.

REDUCTION

The Contract will be reduced via deductive change order by the amount of all items selected by the County for the ODP's. The deductive change order will require Division Director approval.

PART B – CONDITIONS OF CONTRACT

SUPPLEMENTARY CONDITIONS

1. PROJECT DESCRIPTION, PROJECT LOCATION & SCOPE OF WORK

- 1.1. Description: The project consists of a 2.4-mile extension of the Fort Fraser Trail in Polk County, Florida. The proposed trail route is along Winter Lake Road from US 98 then west, parallel, and adjacent to the southerly right-of-way of the Polk County Parkway to Lakeland Highlands Road. The trail then crosses Lakeland Highlands Road just south of the Polk Parkway and continues north along the west side of Lakeland Highlands Road to Glendale Street.
- 1.2. Location: From Bartow: Go north on US 98 for 7.3 miles to Winter Lake Road. All distances are approximate.
- 1.3. Scope of Work: Work includes, but is not limited to, bridge, roadway and trail construction including clearing and grubbing, maintenance of traffic, erosion control, drainage, signing and pavement markings, lighting, traffic signal modification and pedestrian features.
- 1.4. The CADD files provided are for informational purposes only. 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. The estimated cost of construction is \$5,502,223.00.
- 1.6. Final completion for the project is 365 calendar days.

2. QUALIFICATION REQUIREMENTS

- 2.1. The prime contractor should submit with their bid a minimum of three (3) road or multi-use path construction projects successfully completed within the last five (5) years in which the Bidder's portion of the work exceeded \$1,500,000 per project and the Bidder served as the prime contractor. The projects listed must have utilized FDOT standards and Specifications. References will be checked during bid analysis phase. References should include the following minimum information:
 - a) Project Name and description of the scope of work
 - b) Owner's name, contact person, phone number, and email address
 - c) Superintendent's name
 - d) Project contract value and year completed

Failure to provide the above minimum information may be cause to deem the contractor as non-responsive.

- 2.2. The prime contractor or subcontractors shall be on the **Current List of FDOT Prequalified Contractors** in the following work classes: Drainage; Flexible

Paving; Minor Bridges; Pavement Marking; Roadway Signing; Traffic Signal.

- 2.3. 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, with the exception of signalization. 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 for the work.
- 3.2. A MANDATORY pre-award meeting will 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 verify the bid schedule submitted by the apparent low bidder and to confirm the apparent low bidder can perform the required services according to the bid document. If at the conclusion of the pre-award meeting, it has been determined and agreed upon the apparent low bidder cannot perform the services accordingly, the County reserves the right to deem the apparent 1st low bidder as non-responsible and continue the bid analysis phase with the apparent 2nd low bidder.

A memorandum of understanding will be required to be executed 5-days after the pre-award meeting.

4. PERMITS

- 4.1. The Following permits have been acquired by the County for the project:
 - Southwest Florida Water Management District Permit No 43002430.010
 - Florida Department of Environmental Protection Permit No 0411042-001-SFG
- 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.

5. CERTIFIED AS-BUILT SURVEY DRAWINGS

- 5.1. The required number of sets of hard copy Certified As-Built Survey Drawings is one (1).
- 5.2. The Contractor shall prepare and provide the As-Built Survey Drawings in.pdf 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 and Drainage
 - Second: Polk County Project Engineering Manager
 - Third: Construction 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 Construction 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. The FY 2023-2024 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 except as modified by Special Provisions or Technical Specifications attached to Bid Documents.
- 8.2.1. 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:
- a) Special Conditions
 - b) Technical Special Provisions
 - c) Plans
 - d) Road Design, Structures and Traffic Operations Standards
 - e) General Conditions
 - f) FDOT Supplemental Specifications
 - g) Standard Specifications
 - h) Supplementary Conditions (JPA / Utility)
- Computed dimensions govern over scaled dimensions.
- 8.3. Before starting construction, provide a Quality Control Program for County approval according to FDOT Standard Specification Section 105 Quality Control Program and Laboratory Qualification Program.
- 8.4. FDOT Standard Specification Section 9-2.1.2 Bituminous Material shall apply to this contract.
- 8.5. FDOT Standard Specification Section 5-1.4 Shop Drawings shall apply to this contract.
- 8.6. FDOT Standard Specification Section 5-7 Engineering and Layout shall apply to this contract.

9. CONSTRUCTION PROGRESS SCHEDULE

- 9.1. The Contractor shall prepare and maintain a project progress schedule according to FDOT Specification 8-3.2 Submission of Working Schedule as detailed in the Specification Package included in this contract.

10. TESTING AND INSPECTIONS

- 10.1. 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 Construction Project Manager to the Contractor as well as the name of the testing facility that will be performing the inspections and testing.
- 10.2. 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 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 (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 Construction Project Manager and at the Contractor's expense.

- 10.3. 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 Construction 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 Construction 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.

11. MATERIALS

- 11.1. 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.
- 11.2. 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.

12. WORKSITE VISIBILITY

- 12.1. 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 FDOT Standard Specification Section 8-7.3.2.

13. FIELD OFFICE

- 13.1. 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.

Note: A field office is not required on this project.

14. EROSION CONTROL

- 14.1. The Contractor shall conform to the requirements of Polk County Ordinance No. 93-06 and the FDOT Standard Specifications Section 104.
- 14.2. 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.

- 14.3. 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.

15. GRASSING

- 15.1. 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.

16. MAINTENANCE OF TRAFFIC

- 16.1. 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.
- 16.2. 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.
- 16.3. 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 is certified by an 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 an 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.
- 16.4. 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.
- 16.5. 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.

17. Underground Facilities

- 17.1. 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.
- 17.2. The successful bidder will be required to coordinate their work effort with each utility.

18. HISTORICAL AND ARCHAEOLOGICAL

- 18.1. 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.
- 19. EMERGENCIES**
- 19.1. In the event of an emergency, the Contractor shall immediately notify the County and the Construction Project Manager.
- 20. CONTAMINATION**
- 20.1. 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.
- 21. SAFETY**
- 21.1. The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.
- 21.2. 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.
- 22. WORK AREA CLEAN-UP REQUIREMENTS**
- 22.1. 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.
- 22.2. 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.
- 23. WORK STOPPAGE**
- 23.1. 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 Construction 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 Construction 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.
- 24. VIDEO RECORDS**
- 24.1. 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 / Construction Project Manager 14 days prior to the start of any construction activity for review and approval.

- 24.2. 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.
- 24.3. All video records shall be delivered to the County / Construction Project Manager on digital video disk (DVD) 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 copies shall be included in the lump sum bid unit price for 101-1 Mobilization.

25. Application for Progress Payment

- 25.1. 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.
- 25.2. 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.
- 25.3. 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.
- 25.4. 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.

26. LIQUIDATED DAMAGES

- 26.1. 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.

- 26.2. 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.
- 26.3. Liquidated Damages in the amount of \$3,819.00 per day shall be assessed as specified in FDOT Specifications 8-10.2.

27. PERFORMANCE EVALUATIONS

- 27.1. 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.

28. PROJECT CONTINGENCIES

- 28.1. The Bid Form includes \$400,000.00 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:

- 28.1.1. Bridge: \$150,000.00.
- 28.1.2. Trail: \$150,000.00.
- 28.1.3. Miscellaneous: \$100,000.00.

29. MISCELLANEOUS

- 29.1. 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.
- 29.2. Article 21.2 of the General Conditions is modified as follows: The Contractor shall utilize E-Verify. The use of E-Verify is mandatory on this project.

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).

NOTE: Any information provided in the Technical Specifications or Drawings that relates to the Procurement process or the General Conditions of this solicitation are superseded by the County's Purchasing Policies and Procedures Manual and the General Conditions contained herein.

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/procurement/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.

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

NAME OF PROJECT: BID #23-444, Fort Fraser Trail Extension -Winter Lake Road to Glendale Street

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	\$ _____
	WRITTEN AMOUNT (SPELL OUT)	
	_____	<u>DOLLARS</u>
	_____	<u>CENTS</u>
2.	CONTRACT TIME TO COMPLETE THIS PROJECT	_____ 365 _____ 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 Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____ 20__.

ATTEST:

Witness

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
PUBLIC CONSTRUCTION BOND
FRONT PAGE
F.S. CHAPTER 255.05**

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

OWNER NAME: Polk County, a political subdivision of the State of Florida

OWNER ADDRESS: 330 West Church Street

Bartow, FL 33880

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: _____

PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida as Obligee in the sum of _____ 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 Principal:

1. Performs the Contract dated _____, 20__ (date of bid award) between Principal and County for construction of Bid 22-115, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

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

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

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

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST:

Witness

Witness

ATTEST:

Witness

Witness

PRINCIPAL: _____

BY: _____ (SEAL)
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

SURETY: _____
Printed Name

BY: (SEAL)
Attorney in Fact

Printed Name

Business Address

**EXHIBIT III
PAYMENT OF STORED MATERIALS**

As regards payment for stored materials on Bid #23-444, and the inclusion by _____ (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

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

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

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

Entered into this _____ day of _____, 20____, by _____
_____ (Name of Surety)

Authorized signature of Surety

EXHIBIT VI

**AFFIDAVIT OF PERCENTAGE OF WORK
BID # 23-444**

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 #22-546.
- 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

Classification

Work Activity	Firm performing work	Caucasian, Male %	Caucasian, Female %	African American %	Hispanic American %	Asian Pacific American %	Native American %	Asian Indian American %	Total	% of Total
Maintenance of traffic	Traffic Control Products									
Signing	Traffic Control Products									
Pavement markings	Traffic Control Products									
Asphalt	Self Perform									
Clearing & Grubbing	Self Perform									
Misc 1	Bob's Company									
Misc 2	Sam's Company									

Totals	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	0.00%
--------	----	---	----	---	----	---	----	---	----	---	----	---	-------

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

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to <http://vendordirectory.polk-county.net/default.aspx?id=0> , 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.	
_____ _____ _____ _____	_____ _____ _____ _____
2.	
_____ _____ _____ _____	_____ _____ _____ _____
3.	
_____ _____ _____ _____	_____ _____ _____ _____
4.	
_____ _____ _____ _____	_____ _____ _____ _____
5.	
_____ _____ _____ _____	_____ _____ _____ _____

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

DATE _____

PROJECT: Fort Fraser Trail Extension - Winter Lake Road to Glendale Street 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 Expires

 Contractor 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: _____

Date: _____
Department Director

ARCHITECT/ENGINEER: _____

Date: _____

AAR over \$25,000.00 **BOARD OF COUNTY COMMISSIONERS:** _____

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 # 22-546

Contractor

Signature

Printed Name of Signer

Date

**EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: **23-444**

PROJECT NAME: **Fort Fraser Trail Extension - Winter Lake Road to Glendale Street**

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.**

BIDDER 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 signed and acknowledged before me this _____ day of _____, 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

**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

Transportation Division

Jay M. Jarvis, P.E.
Director

EXHIBIT XXI – Lane Closure



Board of County Commissioners

3000 Sheffield Road
Winter Haven, Florida 33880

Phone: (863) 535-2200
Fax: (863) 534-7339

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION:

Newspapers, Information to PIO; Transportation will notify all emergency agencies, other County agencies, and BoCC.

Note: This lane closure request must be received by the Transportation Division at least **(7) working days** prior to the anticipated start date of the lane closure. Please submit **completed** form to; roadclosurecoordinator@polk-county.net

Attach Map and/or Detour

Reviewed by:

Approved by:

Joe Montoya, P.E. Date
Inspection & Testing, Engineering Manager

Amy J. Shafer, P.E. Date
Traffic Engineer

Jay M. Jarvis, P.E. Date
Transportation Division Director

This notice is provided as a public service by Polk County Transportation Division.

Equal Opportunity Employer

Roads & Drainage Division
Jay M. Jarvis, P.E.
Director

EXHIBIT XXII – Road Closure



3000 Sheffield Road
Winter Haven, Florida 33880
Phone: (863) 535-2200
Fax: (863) 534-7339

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR CLOSURE:

ROAD CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION:

Newspapers, Information to PIO; Transportation will notify all emergency agencies, other County agencies, and BoCC.

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION:

Newspapers, Information to PIO; Roads & Drainage will notify all emergency agencies, other County agencies, and BoCC.

Note: This road closure request must be received by the Roads & Drainage Division at least **(10) working days** prior to the anticipated start date of the road closure. Please submit **completed** form to; roadclosurecoordinator@polk-county.net

Attach Map and/or Detour

Reviewed by:

Approved by:

Joe Montoya, P.E. Date
Inspection & Testing Section, Engineering Manager

Jay M. Jarvis, P.E. Date
Transportation Division Director

Amy J. Shafer, P.E. Date
Traffic Engineer

William D. Beasley, P.E. Date
Deputy County Manager

Road closures are granted only when no other feasible alternative exist and for the shortest period of time possible to accomplish the specific activity. Please provide specific information justifying the need and time required for the closure.

This notice is provided as a public service by Polk County Roads & Drainage Division.

SCRUTINIZED COMPANIES CERTIFICATION

EXHIBIT XXIV

(Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid 23-444

PROJECT NAME: Fort Fraser Trail Extension - Winter Lake Road to Glendale Street

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 Consultant.

Executed this _____ day of _____, 202__.

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 _____, 2023.

ATTEST:

By: _____
PRINTED NAME: _____
Its: _____

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

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 23-444.

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 335 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 365 days. The allowance time for this project is 55 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

Technical Specifications, Fort Fraser Trail Extension - Winter Lake Road to Glendale Street, Construction Documents, prepared by RR&K, Inc.

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 23-444 Fort Fraser Trail Extension - Winter Lake Road to Glendale Street.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 Michael Guerrero at michaelguerrero@polk-county.net.