

PART E –CONTRACT

This Contract is entered into as of the Effective Date (defined as the date approved by the Board and executed by the Chairman) between Polk County, a political subdivision of the State of Florida, hereinafter known as the “County”, and CenState Contactors, Inc., their 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 their 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 #:24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station.

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 \$4,516,100.00 plus the Allowance Work amount of \$225,805.00, the total sum being \$4,741,905.00. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

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

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement

Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 335 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial Occupancy has been reached. The County and the Contractor agree the balance of all Work to be performed after execution of the Certificate of Substantial Completion shall be complete within 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 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 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: _____
W.C. BRASWELL, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

Nrah Wilson 10/31/2021

County Attorney's Office

Date

ATTEST: *B. Scott Short*
Corporate Secretary B. Scott Short

CONTRACTOR: CenState Contractors, Inc.
BY: *B. Scott Short*
Authorized Corporate Officer or Individual
B. Scott Short

SEAL

(Printed or Typed Name of Signer)
President

(Printed or Typed Title of Signer)

P.O. Box 552, Winter Haven, FL 33882-0552
(Business Address of Contractor)
(863) 324-3882

(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 Florida County OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this October 15, 2024 (Date) by B. Scott Short (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 is personally known to me or has produced N/A as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this October 15, 2024 (Date) .
Shawna Bologna (Official Notary Signature and Notary Seal)
Shawna Bologna (Name of Notary typed, printed or stamped)

Commission Number HH205905 Commission Expiration Date February 25, 2026

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 _____



SHAWNA BOLOGNIA
Notary Public
State of Florida
Comm# HH205902
Expires 2/25/2026

Affidavit Regarding the Use of Coercion for Labor or Services

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

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

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

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

Further Affiant sayeth naught.

CenState Contractors, Inc.

NONGOVERNMENTAL ENTITY



SIGNATURE

B. Scott Short

PRINT NAME

President

TITLE

October 15, 2024

DATE

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 11393

CLASS: B+

EXPIRES:

09/30/2024

OWNER NAME	LOCATION
BYRON SCOTT-CERT SHORT	2288 EXECUTIVE RD WINTER HAVEN

BUSINESS NAME AND MAILING ADDRESS

**CENSTATE CONTRACTORS INC
CENSTATE CONTRACTORS INC
BYRON SCOTT SHORT - CERT
PO DRAWER 552
WINTER HAVEN, FL 33882**

CODE ACTIVITY TYPE
230150 CONTRACTOR GENERAL
PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR-CGC025931



OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

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

PAID - 1691085 08/09/2023 HSP

TP 57.75

CENSTATE CONTRACTORS INC

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

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

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

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

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

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

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

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

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



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Detail by Entity Name

Florida Profit Corporation
GENSTATE CONTRACTORS, INC.

Filing Information

Document Number	H64213
FEI/EIN Number	59-2554615
Date Filed	06/05/1985
Effective Date	05/31/1985
State	FL
Status	ACTIVE

Principal Address

2288 EXECUTIVE ROAD
WINTER HAVEN, FL 33884

Changed: 04/02/1996

Mailing Address

P O DRAWER 552
WINTER HAVEN, FL 33882-0552

Changed: 04/02/1996

Registered Agent Name & Address

SHORT, B. SCOTT
2288 EXECUTIVE ROAD
WINTER HAVEN, FL 33884

Address Changed: 02/04/2022

Officer/Director Detail

Name & Address

Title PVST

SHORT, B. SCOTT
2288 EXECUTIVE ROAD
WINTER HAVEN, FL 33884-3087

Annual Reports

Report Year	Filed Date
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2022	02/04/2022
2023	02/24/2023
2024	02/13/2024

Document Images

02/13/2024 -- ANNUAL REPORT	View image in PDF format
02/24/2023 -- ANNUAL REPORT	View image in PDF format
02/04/2022 -- ANNUAL REPORT	View image in PDF format
02/22/2021 -- ANNUAL REPORT	View image in PDF format
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01/25/2016 -- ANNUAL REPORT	View image in PDF format
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01/09/2014 -- ANNUAL REPORT	View image in PDF format
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SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County has been awarded and received American Rescue Plan Act, State and Local Fiscal Recovery Funds ("SLFRF") for the services to be provided under the Agreement from the U.S. Department of Treasury. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting award with the prime Contractor, and any resulting contracts between the prime Contractor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. Equal Employment Opportunity. (Applicable to construction only)

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,

1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States

2. **Contract Work Hours and Safety Standards Act.**

(1) Overtime requirements. Neither the Consultant, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. the U.S. Department of Treasury, the applicable Federal agency, or Polk County as the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subcontractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy

any liabilities of such consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3. **Clean Air Act and the Federal Water Pollution Control Act.**

Clean Air Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. Department of Treasury and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

Federal Water Pollution Control Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

4. **Debarment and Suspension. (Exhibit "A")**

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, 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 Consultant 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. If it is later determined that the Consultant 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 U.S. Department of Treasury and the County. The Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

5. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. **Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Consultant shall to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

Additionally Consultants shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

7. **Domestic Preference**

In accordance with 2 CFR §200.322, to the greatest extent practicable under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. **Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. The Consultant shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

- (1) Placing qualified small and minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. **Access to Records.** The following access to records requirements apply to this Contract and any Purchase Order issued hereunder:

- (1) The Consultant agrees to provide Polk County and the U.S. Department of Treasury, or any of their authorized representatives, including but not limited to the Government Accountability Office ("GOA"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC"), access to any

books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide the U.S. Department of Treasury or their authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order.”

10. **USDT Seal, Logo, and Flags.** The Consultant shall not use the USDT seal(s), logos, crests, or reproductions of flags or likenesses of USDT agency officials without specific USDT pre- approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that U.S. Department of Treasury American Rescue Plan financial assistance will be used to fund the Contract only. The Consultant will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

12. **No Obligation by Federal Government.** The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, consultant, or any other party pertaining to any matter resulting from this Purchase Order.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.**

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant’s actions pertaining to this Purchase Order.

14. **Changes. (This clause only applies to Construction bids and should be removed from any other type of solicitation)**

All changes, if any, must be performed in accordance with the RFP Documents, including, without limitation, Article 11 and Article 12 of the General Conditions, as well as with any and all Federal supplemental requirements. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant, and reasonable for the completion of the project scope. A cost analysis must be performed. The profit must be negotiated as a separate cost from the Consultant’s cost. Consultants must provide a complete breakdown of all costs associated with the purchase.

Should the successful consultant request a change of work, or additional work, after execution of the contract, and it can be reasonably determined that the consultant was

aware of the needed change or additional work prior to the award, the consultant will perform the work at no additional cost to the County.

15. Default and Remedy.

Process. If the Consultant materially defaults in the timely performance of any Contract obligation, or if the Consultant is otherwise in material default of the Contract, including, without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other consultants or providers at the Consultant's sole cost and expense to provide those unperformed or deficient Contract obligations of the Consultant; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Consultant pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Consultant, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of American Rescue Plan funding caused, directly or indirectly, by the Consultant's delay. Upon any such termination pursuant to this Section, the County shall pay the Consultant the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Consultant shall cease.

Certain Material Defaults. Among other matters, including without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Consultant's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Consultant's assets, a general assignment by the Consultant for the benefit of creditors, or any action taken by or suffered by Consultant under any insolvency or bankruptcy act; or the Consultant is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

16. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.



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

SHORT, BYRON SCOTT

CEN STATE CONTRACTORS INC
2288 EXECUTIVE RD
P O BOX 552
WINTER HAVEN FL 33882-0552

LICENSE NUMBER: CGC025931

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.

EXHIBIT II: PERFORMANCE BOND

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

BOND NO.: 437354H

CONTRACTOR NAME: CenState Contractors, Inc.

CONTRACTOR ADDRESS: 2288 Executive Road, Winter Haven, FL 33884

CONTRACTOR PHONE NO: (863) 324-3882

SURETY COMPANY: Westfield Insurance Company
PO Box 5001, Westfield Center, OH 44251-5001
330-887-0101

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

OBLIGEE NAME: (if
contracting entity is different
from the owner, the contracting
public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: \$ 4,741,905.00

CONTRACT NUMBER: Bid 24-476, Babson Park WPF No. 1 Ground Storage Tank
and High Service Pump Station

GENERAL DESCRIPTION
OF PROJECT: Furnish all labor, materials, supervision, and equipment
necessary for the construction of a 140,000-gallon ground
storage tank, dual-pump high service pump station, a new
electrical equipment building, and other work in
accordance with plan sheets and project manual outlined
in the bid documents.

PROJECT LOCATION: The project is located at the Babson Park Water
Production Facility #1 (WPF 1) owned and operated by
PCU and located at 260 ½ Libby Road, Babson Park,
Florida. The nearest major intersection to the project site
is US Hwy 17 (N Scenic Hwy) east side of Crooked Lake
near Webber International University

EXHIBIT II (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That CenState Contractors, Inc., as Principal, and Westfield Insurance Company, as Surety, located at PO Box 5001, Westfield Center, OH 44251-5001 (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 (\$4,741,905.00-----) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20____ (the "Purchase Order") between Principal and Obligee for performance of all operations required for the construction of a 140,000-gallon ground storage tank, dual-pump high service pump station, a new electrical equipment building, and other work in accordance with plan sheets and project manual in the manner proscribed in the Purchase Order; and
2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and
3. Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and
4. Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

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

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

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

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the

*Four Million Seven Hundred Forty One Thousand Nine Hundred Five and 00/100

Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

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

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

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

ATTEST:

PRINCIPAL: CenState Contractors, Inc.

BY:  (SEAL)

Witness: Jessica H. Waterwood

Authorized Signature (Principal)

Witness: 

Printed Name: B. Scott Short

Title of Person Signing Above: President

ATTEST:

SURETY: Westfield Insurance Company

Printed Name: Jeffrey W. Reich*

Witness: 

Attorney in Fact & FL Licensed Resident Agent*

 (SEAL)

Witness: 

Printed Name Jeffrey W. Reich*

*Inquiries: 407-786-7770

Business Address PO Box 5001, Westfield Center, OH 44251-5001

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

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of

Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT III: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That CenState Contractors, Inc., as Principal, and Westfield Insurance Company, as Surety, located at PO Box 5001, Westfield Center, OH 44251-5001

(Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of Four Million, Seven Hundred Forty-One Thousand, Nine Hundred Five and 00/xx Dollars (\$ 4,741,905.00) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for;
performance of all operations required for the construction of a 140,000-gallon ground storage tank*

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

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

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

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

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

*, dual-pump high service pump station, a new electrical equipment building, and other work in accordance with plan sheets and project manual in the manner proscribed in the Purchase Order

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

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

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

ATTEST: PRINCIPAL: CenState Contractors, Inc.

Witness Jessica A. Watwood BY: [Signature] (SEAL)

Authorized Signature (Principal)

Witness [Signature] Printed Name B. Scott Short

President

Title of Person Signing Above

ATTEST: SURETY: Westfield Insurance Company

Witness [Signature] Printed Name Jeffrey W. Reich*
Attorney in Fact & FL Licensed Resident Agent*

Witness [Signature] [Signature] (SEAL)

Printed Name Jeffrey W. Reich*

PO Box 5001, Westfield Center, OH 44251-5001

Business Address

*Inquiries: 407-786-7770

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

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

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Jeffrey W. Reich

of Maitland and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the following bond:

Surety Bond Number: 437354H
Principal: CenState Contractors, Inc.
Oblige: Polk County, A Political Subdivision of The State of Florida

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of May A.D., 2024.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of May A.D., 2024, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this _____ day of _____ A.D.,



Frank A. Carrino, Secretary



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

October 4, 2024

Polk County, A Political Subdivision of The State of Florida
330 West Church Street
Bartow, FL 33830

RE: AUTHORITY TO DATE BONDS AND POWERS OF ATTORNEY

Principal: CenState Contractors, Inc.

Bond No: 437354H

Project:

Bid # 24-476

Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to insert the contract date onto the contract bonds and powers of attorney.

Once dated, please email to debbie@floridasuretybonds.com
or fax a copy of the bonds to our office at (407) 786-7766.

Sincerely,
Westfield Insurance Company

Jeffrey W. Reich, Attorney-in-Fact
& Florida Licensed Resident Agent

Westfield Insurance Company

(NAIC #24112)

BUSINESS ADDRESS: P. O. Box 5001, Westfield Center, OH 44251 - 5001.

PHONE: (330) 887-0101.

UNDERWRITING LIMITATION b: \$120,702,000.

SURETY LICENSES c/f: AL, AK, AZ, AR, 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, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Ohio.

Westfield National Insurance Company

PART D – EXHIBITS

EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we CenState Contractors, Inc. (hereinafter called the Principal) and Westfield Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of OH, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of ^{Four million five hundred sixteen} thousand and one hundred dollars (\$4,516,100.00) 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. 24-476, County Project: 6816018, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station, 260 ½ Libby Road, Babson Park, Florida
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 Payment Bond and a Performance 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 31st day of July 2024.

ATTEST:

Jessica A. Watwood
Witness Jessica A. Watwood

Jennifer L. Prater
Witness Jennifer L. Prater

PRINCIPAL: CenState Contractors, Inc.

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

B. Scott Short
Printed Name

President
Title of Person Signing Above

ATTEST:

Debbie Pedemonti
Witness Debbie Pedemonti

Steve Engelhart
Witness Steve Engelhart

SURETY: Westfield Insurance Company
Printed Name

BY: Jeffrey W. Reich (SEAL)
Attorney in Fact

Jeffrey W. Reich*, Attorney-In-Fact & FL Licensed Resident Agent
Printed Name

PO Box 5001, Westfield Center, OH 44251-5001
Business Address
*Inquiries: 407-786-7770

NOTES:

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

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



Jeffrey W. Reich
License Number A217277

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Jeffrey W. Reich

of Maitland and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the following bond:

Surety Bond Numbers: Bid Bond
Principal: CenState Contractors, Inc.
Obligee: Polk County

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."


"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of May A.D., 2024

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY


By: 
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of May A.D., 2024, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies, that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed




David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 31st day of July A.D., 2024




Frank A. Carrino, Secretary

AM Best Rating Services

Westfield Insurance Company

BestLink  AMB #: 002382 NAIC #: 24112 FEIN #: 346516838

Mailing Address

P.O. Box 5001
 Westfield Center, Ohio 44251-5001
[United States](#)

Web: www.westfieldinsurance.com

Phone: 330-887-0101

Fax: 330-887-0840

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 000730 - Westfield Group](#)

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



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

Based on AM Best's analysis, [002381 - Ohio Farmers Insurance Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A (Excellent)
Affiliation Code: p (Pooled)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: February 26, 2024
Initial Rating Date: June 30, 1930

Best's Credit Rating Analyst

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

Long-Term Issuer Credit View Definition

Rating (Rating Category): a+ (Excellent)
Outlook (or Implication): Negative
Action: Affirmed
Effective Date: February 26, 2024
Initial Rating Date: November 30, 2007

Disclosure Information

Disclosure Information Form

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

Press Release

[AM Best Revises Issuer Credit Rating Outlook to Negative for Westfield Insurance Company and Affiliates](#)
 February 26, 2024

Financial Size Category View Definition

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

AM Best Rating Services

Bridgefield Employers Insurance Company

BestLink  AMB #: 012158 NAIC #: 10701 FEIN #: 591835212

Domiciliary Address

2310 Commerce Point Drive
Lakeland, Florida 33801

[United States](#)

Web: www.summitholdings.com

Phone: 863-665-6060

Fax: 513-369-5830

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

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



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

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

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A+ (Superior)
Affiliation Code: r (Reinsured)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: December 15, 2023
Initial Rating Date: January 18, 1999

Best's Credit Rating Analyst

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

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa- (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: December 15, 2023
Initial Rating Date: January 25, 2006

Disclosure Information

Disclosure Information Form

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

Press Release

[AM Best Affirms Credit Ratings of American Financial Group, Inc. and Its Key Operating Subsidiaries](#)
December 15, 2023

Financial Size Category View Definition

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

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)

SS

County of Polk)

B. Scott Short, being first duly sworn, deposes and says that:

1. They are President of CenState Contractors, 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 Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of August, 2024, by B. Scott Short (name) as President (title of officer) of CenState Contractors, Inc. (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: Shawna Bologna

Printed Name of Notary Public: Shawna Bologna

Notary Commission Number and Expiration: February 25, 2026

(AFFIX NOTARY SEAL)

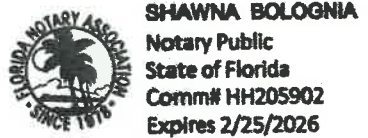


EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR


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

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

State of FL _____)

SS

County of Pinellas _____)

Dustin Martin  _____, being first duly sworn, deposes and says that:

1. They are Owner of AngleRight Surveying, LLC , 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 CenState the Contractor for certain work in connection with Bid: 24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station.
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.

STATE OF FL

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of October, 2024, by Dustin Martin (name) as Owner (title of officer) of AngleRight Surveying, LLC (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: 

Printed Name of Notary Public: Bethan Schwartzberg

Notary Commission Number and Expiration: 1/23/25

(AFFIX NOTARY SEAL)



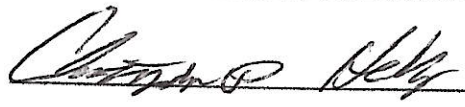
EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of FLORIDA)

County of Polk) SS

 , being first duly sworn, deposes and says that:

1. They are President of Refrigeration & Electric Service 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 CenState Contractors the Contractor for certain work in connection with Bid: 24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station.
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.

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of October, 2024, by CHRISTOPHER P. HOLLEY (name) as PRESIDENT (title of officer) of REGISTRATION & ELECTRIC (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: SANDY RAMOS

Notary Commission Number and Expiration: FEB 19th 2027.

(AFFIX NOTARY SEAL)



SANDY RAMOS
Commission # HH 324030
Expires February 19, 2027

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

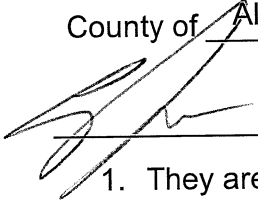
The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor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

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

State of New York)

SS

County of Albany)

 Corey Pacifico, being first duly sworn, deposes and says that:

1. They are Vice President of General Control Systems, 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 General Control Systems the Contractor for certain work in connection with Bid: 24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station.
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.

STATE OF New York
COUNTY OF Rensselaer

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of October, 2024, by Greg Perdue (name) as Vice President (title of officer) of General Control Systems (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

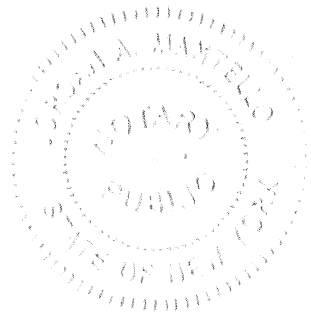
Notary Public Signature: _____

Printed Name of Notary Public: Jordan Mantello

Notary Commission Number and Expiration: 01MA6426734 May 16, 2026

(AFFIX NOTARY SEAL)

JORDAN A. MANTELLO
Notary Public, State of New York
No. 01MA6426734
Qualified in Rensselaer County
Commission Expires May 16, 2026



STATE OF Florida

COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of October, 2024, by Kathy Turben (name) as Director of Preconstruction (title of officer) of CROM, LLC (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: Erica Driver

Printed Name of Notary Public: Erica Driver

Notary Commission Number and Expiration: HH 581700 10/19/28

(AFFIX NOTARY SEAL)

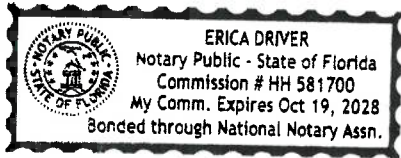


EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of Florida)
County of Polk) SS

Curtis Barnhill, being first duly sworn, deposes and says that:

1. They are President of B.L. Smith Electric, 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 Censtate Contractors the Contractor for certain work in connection with Bid: 24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station.
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.

By: Curtis Barnhill

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of October, 2024, by Curtis Barnhill (*name*) as President (*title of officer*) of B.L. Smith Electric, Inc (*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: *Michelle Cinquino*

Printed Name of Notary Public: Michelle Cinquino

Notary Commission Number and Expiration: 06/04/2028

(AFFIX NOTARY SEAL)

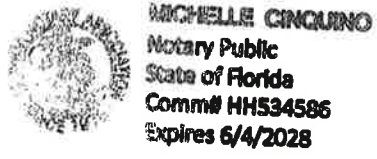


EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of Florida)
County of Polk) SS

Michael Hill, being first duly sworn, deposes and says that:

1. They are Vice President of H&S Investment Group of Central FL
DBA AAA Top Quality Asphalt, 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 CenState Contractors, Inc. the Contractor for certain work in connection with Bid: 24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station.
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.

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of October, 2024, by Michael Hill (name) as Vice President (title of officer) of H&S Investment Group of Central FL DBA AAA Top Quality Asphalt (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: *GK Serviss*

Printed Name of Notary Public: Gretchen Kisner Serviss

Notary Commission Number and Expiration: October 26, 2024

(AFFIX NOTARY SEAL)

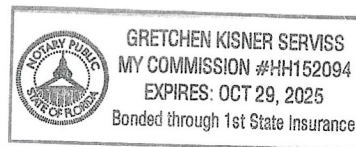


EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of FLORIDA)
County of ORANGE) SS

Anderson C. Hill, II, being first duly sworn, deposes and says that:

1. They are **President** of **HZ 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 **CenState** the Contractor for certain work in connection with Bid: 24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station.
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.

A.C. Hill, II
SIGNATURE

STATE OF FLORIDA

COUNTY OF ORANGE

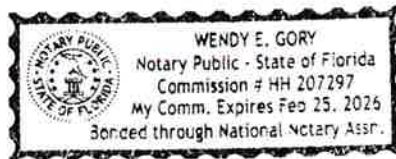
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of October, 2024, by Anderson C. Hill, II (name) as President (title of officer) of HZ Construction, Inc. (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: Wendy E. Gory

Printed Name of Notary Public: Wendy E. Gory

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)



EXHIBT XVIII: CERTIFICATE OF COMPLIANCE

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

Bid # 24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station

CenState Contractors, Inc.
Contractor


Signature

B. Scott Short
Printed Name of Signer

October 15, 2024
Date

SCHEDULE OF BID ITEMS
 Polk County Utilities, Polk County Florida
Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station
Bid Number: 24-476

ADDENDUM 1 REVISED BID SHEET

Bid Item	Description	Estimated Quantity	Unit of Measure	Total Price (in Words)	Total Price
1	Construction of the new Ground Storage Tank and High Service Pump Station Improvements at Babson Park WPF No. 1	1	LS	Four million three hundred sixteen thousand one hundred and 00/100	\$ 4,316,100.00
2A	Electrical Contingency	1	LS	Seventy Thousand and 00/100	\$ 70,000.00
2B	I&C Contingency	1	LS	Seventy Thousand and 00/100	\$ 70,000.00
2C	Site/Civil, Mechanical, and Structural Contingency	1	LS	Sixty Thousand and 00/100	\$ 60,000.00
TOTAL BASE BID (Basis of Award)					\$ 4,516,100.00

Percentage of bid amount that represents Contractor's profit	8%
--	----

CenState Contractors, Inc.

 CONTRACTOR NAME

CONTRACTOR'S LICENSE NUMBER

(Copy of License Attached)

CGC-025931
State Certification Number

B. Scott Short
Individual's Name (Print or Type)

11393
Polk County Registration Number

Individual's Name (Print or Type)

Attached
Polk County Business Receipt Tax
(Business License)

CenState Contractors, Inc.
Company Name (Print or Type)

ADDENDUM RECEIPT

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

Addendum No. 1

Date 7-8-24

Addendum No. 2

Date 7-18-24

Addendum No. 3

Date 7-25-24

4

7-29-24

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 August 7, 2024
(Bid Receiving Date)

BIDDER: CenState Contractors, Inc.

BY: 
(Authorized Signature – in ink)

B. Scott Short
(Printed Name of Signer)

President
(Printed Title of Signer)

P.O. Box 552
Address

Winter Haven, FL 33882-0052
City

FL 33882
State Zip
Code

(863) 324-3882
Telephone Number

Email Address shawna@censtate.com

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF Florida COUNTY OF Polk The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7th day of August 2024, by B. Scott Short (name) as President title of officer) of CenState Contractors, Inc. (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: *Shawna Bologna*
Printed Name of Notary Public: Shawna Bologna
Notary Commission Number and Expiration: February 25, 2026



SHAWNA BOLOGNIA
Notary Public
State of Florida
Comm# HH205902
Expires 2/25/2026

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY

STATE OF N/A COUNTY OF _____ The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 20____, by _____ (name) as _____ (title of officer) of the Company, pursuant to the powers conferred _____ (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____
Printed Name of Notary Public: _____
Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK

Bid # 24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # 24-476 Babson Park GST & HSP Station
- Understands that during Bid Analysis they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be non-responsive.

Bidder must sign and have notarized:

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

Dated this 7th day of August, 2024

Name of Firm CenState Contractors, Inc.

By [Signature]
President B. Scott Short

Title of Person Signing

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of August, 2024, by B. Scott Short (name) as President (title of officer) of CenState Contractors, Inc. (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Shawna Bologna

Notary Commission Number and Expiration: February 25, 2026

(AFFIX NOTARY SEAL)



SHAWNA BOLOGNIA
Notary Public
State of Florida
Comm# HH205902
Expires 2/25/2026

**Exhibit VI-A
Subcontractor List**

Polk County Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station

Work Activity	Firm performing work	Caucasian, Male	Caucasian, Female	African American	Hispanic American	Asian Pacific American	Native American	Asian Indian American	Total	% of Total
General Conditions Electrical	CenState Contractors, Inc. Bl. Smith	\$ 2,544,644.00							\$ 2,544,644.00	56.35%
		\$ 925,400.00							\$ 925,400.00	20.49%
Ground Storage Tank Instrumentation & Controls	Crom General Control Systems	\$ 700,000.00							\$ 700,000.00	15.50%
		\$ 196,386.00							\$ 196,386.00	4.35%
Survey HVAC	Anglight R & E	\$ 18,080.00							\$ 18,080.00	0.37%
		\$ 16,500.00							\$ 16,500.00	0.37%
Paving	AAA Top Quality Asphalt	\$ 59,250.00							\$ 59,250.00	1.31%
		\$ 45,580.00							\$ 45,580.00	1.01%
Painting Sodding	HZ Construction Resmondo	\$ 10,280.00							\$ 10,280.00	0.23%
Sub Totals		\$ 4,470,520.00	\$ -	\$ 45,580.00	\$ -	\$ -	\$ -	\$ -	\$ 4,516,100.00	99.60%
Allowance		\$ 225,805.00							\$ 225,805.00	
TOTAL		\$ 4,696,325.00		\$ 45,580.00					\$ 4,741,905.00	100.00%

EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION

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

<u>Division of Work</u>	<u>Results of Good Faith Effort</u>
1. 5 Star Electrical _____ Jessica Formont _____ jessica@5starelectrical.net _____ (863) 370-8946 _____ Lakeland, FL 33811 _____	_____ _____ _____ _____
2. Alpha Power Systems _____ Monica Oldham _____ sales@apowersystems.com _____ (813) 805-9506 _____ Tampa, FL 33611 _____	_____ _____ _____ _____
3. Radford Electric Inc. _____ Scott Radford _____ sradford@883@yahoo.com _____ (863) 581-2167 _____ Bartow, FL 33830 _____	_____ _____ _____ _____
4. Phifer Painting _____ Jarrell Phifer _____ phiferpainting@gmail.com _____ (863) 777-0287 _____ Lakeland, FL 33809 _____	_____ _____ _____ _____
5. HZ Constuction, Inc. _____ Adam Roth _____ adam.roth61@gmail.com _____ (813) 294-8768 _____ Orlando, FL 32835 _____	_____ _____ _____ _____

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

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

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. <u>Sloping</u>	<u>LF</u>	<u>980</u>	<u>\$ 1.00</u>	<u>\$</u>
B. _____	_____	_____	<u>\$</u>	<u>\$</u>
C. _____	_____	_____	<u>\$</u>	<u>\$</u>
D. _____	_____	_____	<u>\$</u>	<u>\$</u>
Total				\$ \$980.00

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

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

Contractor's Name: CenState Contractors, Inc.

Address: P.O. Box 552, Winter Haven, FL 33882-0552

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

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

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

B. Scott Short

Printed Name
President

Title

Signature

August 7, 2024

Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that CenState Contractors, 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 B. Scott Short

August 7, 2024

Date

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Bidder must sign and have notarized:

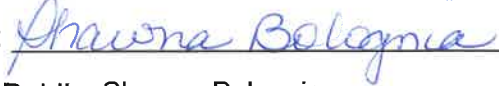
The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this 15th Day of October, 2024

Name of Firm: CenState Contractors, Inc.

By: 
B. Scott Short, President Title of Person Signing

This foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of October, 2024, by B. Scott Short (name) as President (title of officer) of CenState Contractors, Inc. (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: 
Printed Name of Notary Public: Shawna Bologna

Notary Commission Number and Expiration: February 25, 2026

(AFFIX NOTARY SEAL)
SHAWNA BOLOGNIA
Notary Public
State of Florida
Comm# HH205902
Expires 2/25/2026



EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

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

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

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

Company Name: CenState Contractors, Inc.

Signature: 

Title: President

Date: October 15, 2024

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of physical presence or Online notarization, this 15th day of October, 2024, by B. Scott Short (name) as President (title of officer) of CenState Contractors, Inc. (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: 

Printed Name of Notary Public: Shawna Bologna

Notary Commission Number and Expiration: February 25, 2026

(AFFIX NOTARY SEAL)
SHAWNA BOLOGNIA
Notary Public
State of Florida
Comm# HH205902
Expires 2/25/2026



EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM

Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid: 24-476

PROJECT NAME: Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station

The undersigned, as President of CenState Contractors, Inc. (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

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

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

ATTEST:

CenState Contractors, Inc.

By: 

a Corporation

By: 

PRINTED NAME: B. Scott Short

PRINTED NAME: B. Scott Short

Its: President

Its: President

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

(Florida Statutes, Section 448.095)

PROJECT NAME: Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station

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 15th day of October, 2024.

ATTEST:

CONTRACTOR:

By:  _____

By:  _____

PRINTED NAME: B. Scott Short

PRINTED NAME: B. Scott Short

Its: President

Its: Secretary

**EXHIBIT XXIII: 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: _____

B. Scott Short

COMPANY NAME: CenState Contractors, Inc.

DATE: August 7, 2024

EXHIBIT XXIV: 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 CenState Contractors, 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, CenState Contractors, 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 B. Scott Short, President

Date August 7, 2024

July 8, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM #1
BID 24-476, BABSON PARK WPF NO. 1 GROUND STORAGE TANK AND
HIGH PUMP STATION**

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

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

The Bid Receiving Date has been extended two (2) weeks. The revised Bid Receiving Date is Wednesday, July 31, 2024, prior to 2:00 p.m.

A non-mandatory site visit to the Babson Park Water Production Facility is scheduled on Wednesday, July 17, 2024, from 10:00 a.m. to 11:00 a.m. Only those vendors that attended the mandatory pre-bid meeting on June 20, 2024, are eligible to bid.

To receive a copy of **Bid 24-476 Addendum 1 Revised Bid Sheet, Exhibit VI-A, and Exhibit XI**, 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 24-476 Babson Park WPF No 1 GSR and HSPS.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, excel exhibits, and revised bid sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

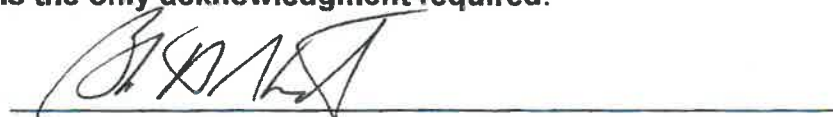
Ari Goldstein

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

Signature



Printed Name: B. Scott Short

Title: President

Company: CenState Contractors, Inc.

July 18, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM #2
BID 24-476, BABSON PARK WPF NO. 1 GROUND STORAGE TANK AND
HIGH PUMP STATION**

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

Contained within this addendum: Additions, Revisions, Questions and answers received.

To obtain a copy of the **Bid 24-476, Technical Specifications: Section 22 10 13 - Facility Fuel Piping, Section 26 24 19 - Low Voltage Motor Control Centers, Section 26 36 23 - Automatic Transfer Switches, Section 33 56 00 - Fuel Storage Tank, and Section 33 71 19 - Underground Electrical**, 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 24-476 Babson Park WPF No 1 GSR and HSPS.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, and bid sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Ari Goldstein

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

Signature



Printed Name: B. Scott Short

Title: President

Company: CenState Contractors, Inc.

July 25, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM #3
BID 24-476, BABSON PARK WPF NO. 1 GROUND STORAGE TANK AND
HIGH PUMP STATION**

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

Contained within this addendum: Questions and Answers.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, August 7, 2024, prior to 2:00 p.m.

Ari Goldstein

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

Signature

Printed Name: B. Scott Short

Title: President

Company: CenState Contractors, Inc.

July 26, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 4
BID 24-476, BABSON PARK WPF NO. 1 GROUND STORAGE TANK AND
HIGH PUMP STATION**

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

Contained within this addendum: Questions and Answers.

Ari Goldstein

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

Signature

Printed Name: B. Scott Short

Title: President

Company: CenState Contractors, Inc.

CENSTATE CONTRACTORS, INC.
POLK COUNTY
Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station

NAME	OWNER		
13 SEVEN SPRINGS RECLAIMED SYSTEM IMPROVEMENTS	FLORIDA GOVERNMENTAL UTILITY AUTHORITY 6915 PERRICE RAND ROAD NEW PORT RICHEY, FL 34655 (727) 372-0115 MICHAEL WILSON (727) 359-1158	SUPERINTENDENT: DWIGHT TAYLOR PERIOD OF PERFORMANCE: START:2/2013 FINAL: 10/2014	3 MILLION GALLON STORAGE TANK, ASSOCIATED PIPING, ELECTRICAL AND INSTRUMENTATION
13 VAN FLEET WATER PRODUCTION FACILITY IMPROVEMENTS	POLK COUNTY BOCC 330 WEST CHURCH ST. BARTOW, FL 33830 (863) 534-6757 MARK ADDISON (863) 298-4214	SUPERINTENDENT: DWAIN HAYMOND PERIOD OF PERFORMANCE: START:11/2013 FINAL: 7/2015	HIGH SERVICE PUMP STATION, ELECTRICAL BUILDING, CHEMICAL STORAGE FACILITY, DEMO, PLANT MODIFICATIONS, YARD PIPING, CHEMICAL & ELECTRICAL SYSTEMS
15 NORTH WEST REGIONAL WWTF - PHASE II SURFACE FACILITIES	POLK COUNTY BOCC 330 WEST CHURCH ST. BARTOW, FL 33830 (863) 534-6757 MARK ADDISON (863) 298-4214	SUPERINTENDENT: DANIEL WAID PERIOD OF PERFORMANCE: START: 6/2015 FINAL: 10/2016	RECLAIMED WATER HSP, PRECAST ELEC. BUILDING, VARIABLE SPEED DRIVES, ELECTRICAL, I & C, SCADA, ASR WELL CONNECTION
17 EAST PORT WRF STAGE 5 REVISED IMPROVEMENTS	CHARLOTTE COUNTY 25550 HARBOR VIEW ROAD UNIT 1 PORT CHARLOTTE, FL 33980 CHRIS CARPENTER (941) 883-3515	SUPERINTENDENT: DWIGHT TAYLOR PERIOD OF PERFORMANCE: START: 7/2017 FINAL: 10/2018	NEW RECLAIMED HSP STATION, YARD PIPING, ELECTRICAL WORK, NEW GENERATOR
20 HODGE STREET WRF UPGRADES	POLK COUNTY BOCC 330 WEST CHURCH ST. BARTOW, FL 33830 (863) 534-6757 JAMES TULLY (863) 344-1848	SUPERINTENDENT: BERNIE RUSSELL PERIOD OF PERFORMANCE START: 4/2020 FINAL: 2/2021	ADD STORAGE TANK AND CARBON FILTERS TO THE TREATMENT PROCESS
18 CONSTRUCTION SERVICES FOR DINNER LAKE SOUTH STORAGE AND BOOSTER STATION	POLK COUNTY UTILITIES 330 WEST CHURCH ST BARTOW, FL 33830 HOLDEN WRIGHT (863) 298-4167	SUPERINTENDENT: BERNIE RUSSELL PERIOD OF PERFORMANCE START: 6/2018 FINAL: 2/2020	DEMO AND REMOVAL OF EXISTING 300K GST, CONSTRUCT NEW MG GST, PUMP STATION, CHEMICAL STORAGE AND FEED FACILITIES, NEW SCADA
23 BUENA VISTA PUMP STATION UPGRADE	CITY OF LAKE ALFRED 155 E POMELO ST. LAKE ALFRED, FL 33850 JOHN DEATON (863) 298-5458	SUPERINTENDENT: DANIEL WAID PERIOD OF PERFORMANCE START:6/2018 FINAL:	CONSTRUCT 500K GST, BULK STORAGE W/ WO DUAL LINED CHLORINE FEED TANKS, INSTALL RAW WATER CHEM. INJECTORS, FLOW METER

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

**BIDDING, CONTRACT DOCUMENTS AND SPECIFICATIONS FOR:
BABSON PARK WPF NO. 1 GROUND STORAGE TANK AND HIGH
SERVICE PUMP STATION**

BID FILE NO: #24-476
County Project: 6816018

ISSUE DATE: June 10, 2024

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

Website: www.polk-county.net

Procurement Analyst: Ari Goldstein

E-Mail: arigoldstein@polk-county.net

Main Number: (863) 534-6757

Fax: (863) 534-6789

BID REGISTRATION

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

Bid Number and Title 24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station

Description Furnish all labor, materials, supervision, and equipment necessary for the construction of a 140,000 gallon ground storage tank, dual-pump high service pump station, a new electrical equipment building, and other work in accordance with plan sheets and project manual outlined in the bid documents.

Receiving Period: Wednesday, **July 17, 2024**, Prior to 2:00 p.m.

Bid Opening: Wednesday, **July 17, 2024**, 2:00 p.m.

Special Instructions: A **MANDATORY** pre-bid meeting will be held Thursday, June 20, 2024, at 10:00 a.m. at the Polk County Administration Building, Room 413 (4th Floor), located at 330 W. Church St., Bartow, FL 33830. A **MANDATORY** site visit will immediately follow. 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.

To obtain a copy of the **Construction Bid Package, Attachment "A" Technical Specifications, Attachment "B" Drawings**, and the **Excel 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 24-476 Babson Park WPF No 1 GSR and HSPS.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, and bid sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

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

BIDDER REGISTRATION
EMAIL THIS FORM BACK IMMEDIATELY TO
PROCUREMENT@POLK-COUNTY.NET

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: _____ Email: _____

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**PART A – BIDDING REQUIREMENTS
INVITATION FOR BID**

NAME OF BID: Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station
BID NUMBER: 24-476 PAYMENT AND PERFORMANCE CONSTRUCTION BONDS ARE REQUIRED
A MANDATORY pre-bid meeting will be held Thursday, June 20, 2024, at 10:00 a.m. at the Polk County Administration Building, Room 413 (4 th Floor), located at 330 W. Church St., Bartow, FL 33830. A MANDATORY site visit will immediately follow. 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.
BID DUE/DATE/TIME: WEDNESDAY, JULY 17, 2024, 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: Monday, July 8, 2024, 4:00P.M..

INSTRUCTION TO BIDDERS

1.0 Bids

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

- Part C – Bid Sheets and Acknowledgement Form,
 - With the manual signature of an authorized representative of the company or their designee,
 - Bid prices must be entered on the Part C – Bid Sheets and Acknowledgement Form (no other bid submittals will be accepted)
 - Bid 24-476, Excel Bid Sheet
 - All information requested on pages 91 – 92.
 - Exhibit I, Bid Bond.
 - Exhibit IV, Non-Collusion Affidavit of Prime Bidder.
 - Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VI-A and Exhibit VI-B).
 - Exhibit XXIII, Certifications Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
 - Exhibit XXIV, Appendix A, 44, C.F.R. Part 18 – Certification Regarding Lobbying
 - All additional information requested as a “must” item in any Addendum.
 - All corrections made by the Bidder to the Bid Sheets and Acknowledgement Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
 - One original copy of the complete Bid Submittal must be tendered.
- 1.4 All additional requested information and Exhibits must be submitted within a reasonable period of time if chosen as the apparent low, responsive and responsible bidder during the Bid Analysis phase.
- These items include:
 - Exhibit II, Performance Bond
 - Exhibit III, Payment Bond
 - Exhibit V, Non-Collusion Affidavit of Subcontractor
 - Exhibit VI-A, Subcontractor List
 - Exhibit VI-B, Good Faith Effort Documentation
 - Exhibit VII, Trench Safety Act Compliance
 - Exhibit VIII, Equal Employment Opportunity
 - Exhibit IX, Drug-Free Workplace Form
 - Exhibit X, Safety Requirements/Regulations
 - Exhibit XVIII, Certificate of Compliance
 - Exhibit XIX, Affidavit Certification Immigration Laws
 - Exhibit XXI, Scrutinized Companies Certification
 - Exhibit XXII, 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 <https://www.polk-county.net/business/procurement/> "Notice of Bids" to ensure that all available information, addenda, has been received prior to submitting a bid. The County shall not be responsible for oral instructions.

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

2.0 Pre-Qualifications

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

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

3.0 Joint Venture

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

4.0 Bid Errors

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

5.0 No Bid

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

6.0 Discounts

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

7.0 Material and Construction

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

8.0 Conflict of Interest

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

9.0 Assignment of Contract

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

10.0 Recommendation of Bid Award/Rejection of Bids

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

10.2 As part of the recommendation of award by the Procurement Director, any actual bidder or proposed bidder who is allegedly aggrieved in connection with the solicitation or pending recommendation of award of a contract may protest to the Procurement Director, in accordance with the Procurement Policies and Procedures Manual. The procedures are available at the Polk County Procurement Division at (863) 534-6757. Any person who wishes to file a protest regarding the recommendation of award may do so by submitting a non-refundable cashier's check in the amount of \$1,000.00 with their initial protest. Failure to follow the bid protest procedure requirements with the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims. If

no protests are received, the Procurement Director will work with the Procurement Analyst assigned to this bid to coordinate that the contract documents are executed by the recommended Bidder and placed on a Board agenda for approval by the Board and execution by the Chairman of the Board.

11.0 Approval of Contract

The recommended Bidder will be required to execute the contract documents as outlined in the bid package including, the Public Construction Bond, all signed exhibits and other required information stated in the supplemental conditions or any addendums. The executed documents should be returned to Procurement within 10 working days of the documents being sent by Procurement to the Bidder for execution. After the executed documents are received back by Procurement they will be given to the County Attorney's Office for approval to be added to a Board agenda for Board approval and execution by the Chairman of the Board.

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

12.0 Security Forfeiture

If after Bidder's receipt of a notice of recommendation for award the successful Bidder refuses or otherwise neglects to execute and deliver the required Contract documents, including the Public Construction Bond, all signed exhibits, required insurance documents and other required information stated in the supplemental conditions or addendums within a reasonable time, the amount of the Bidder's bid security (Bid Bond) may be forfeited and the award rescinded 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. 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, Exhibit X, Safety Requirements/Regulations which states that if the firm falls under the Occupational Health and Safety Administration (OSHA) Regulations, as interpreted by OSHA, the successful contractor will be able to provide, at the request of the County, a copy of their OSHA 300 Log for the past three (3) years, a copy of the Workers Compensation Modification Rate; a copy of the Contractor's Safety and Health Program, and a copy of the Contractor's Drug Free Workplace Program. Any questions regarding the compliance with this provision shall be directed to Polk County Safety and Loss Control Coordinator, Risk Management Division, (863) 534-5267.
- 14.2 The Bidder is hereby notified that if awarded the bid and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined in the facility safety manual and operating procedures.
- 14.3 The Bidder is hereby notified that if awarded the bid they shall be responsible for maintenance of traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. The Contractor shall construct and maintain detours and provide facilities for access to residences, businesses, etc., along the project. The contractor shall furnish, install and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas, and provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Refer to Florida Department of Transportation's (FDOT) latest edition of the Standard Specifications for Road and Bridge Construction and the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) for the

minimum national standard for traffic control for highway construction, maintenance, and utility operation.

15.0 Liquidated Damages

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

16.0 Standard Basis for Bidding

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

17.0 Preconstruction Conference

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

18.0 Florida Public Entity Crime Statute

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

19.0 Preference for Drug-Free Workplace- *Omitted intentionally, not applicable with Federal funding.*

20.0 Requirement to list Subcontractors

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

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

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

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

22.0 Equal Opportunity for Contractors and Subcontractors

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

23.0 Additions/Revision/Deletions

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

24.0 Unit Prices

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

25.0 Code of Ethics

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

26.0 Questions

All questions must be submitted in writing and addressed to the appropriate person in the Procurement Division by the specified date and time as listed on page 9. The bid cover sheet provides the name of the Procurement Division contact person, as well as their phone number, fax number and e-mail address.

27.0 Bid Protest

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

28.0 Prohibition Against Considering Vendor Interests

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

29.0 Local Preference *Omitted intentionally, not applicable with Federal funding.*

30.0 Vendor Preference- *Omitted intentionally, not applicable with Federal funding.*

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	24-476
Bid Title	Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station
Due Date/Time:	Wednesday, July 17, 2024, 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 arigoldstein@polk-county.net at least 48 hours prior to bid opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for bid sheets. Please use the naming conventions for your files as follows:

For PDF documents “Bid 24-476 – <Contractor Name> Bid Submittal”

For Excel Bid Sheets “Bid 24-476 – <Contractor Name> 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 Ari Goldstein at arigoldstein@polk-county.net.

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

PART B – CONDITIONS OF CONTRACT

GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

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

ARTICLE 2 – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 – PRELIMINARY MATTERS

3.1 Delivery of Bonds

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

3.2 Copies of Documents

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

3.3 Commencement of Contract Time; Notice to Proceed

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

3.4 Starting the Work

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

3.5 Before Starting Construction

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

from the **Professional** before proceeding with any Work affected thereby. The **Contractor** shall be liable to the **County** for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if the **Contractor** knew or reasonably should have known thereof.

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

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

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

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

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

3.5.4 Before any Work at the site is started, a conference attended by the **Contractor**, **Project Manager**, **Procurement Representative**, **Professional** and others as

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

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

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

4.1 Precedence

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

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

4.1.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated

in 4.3.1 or 4.3.2, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

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

4.2 Conflicts

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

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

4.3 Amending

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

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

4.4 **Reuse of Documents**

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

ARTICLE 5 – PROJECT CONDITIONS

5.1 **Availability of Lands**

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

5.2 **Subsurface and Physical Conditions**

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

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

5.3.1 The **Contractor** may rely upon the general accuracy of the "technical data" contained in reports and drawings provided by the **County**. Such "technical data" is

identified in the Supplemental Conditions. Except for said reliance on such “technical data,” the **Contractor** may not rely upon or make any claim against the **County**, **Professional** or any of the **Professional’s** consultants with respect to:

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

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

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

5.4 Unknown or Concealed Conditions

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

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

5.5 Physical Conditions – Underground Facilities

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

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

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

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

5.6 Reference Points

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

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

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

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

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

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

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

Article 6 - BONDS, INSURANCE, INDEMNIFICATION

6.1 Public Construction Bond and Other Bonds

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

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

6.2 Certificates of Insurance

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

6.2.2 The **Contractor** shall deliver to the **County**, with copies to each additional insured identified in 6.3.1, certificates of insurance (and other evidence of insurance requested by the **County** or any other additional insured) which the **Contractor** is required to purchase and maintain in accordance with 6.3.1.

6.3 Contractor’s Liability Insurance

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

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

Admitted in Florida	Yes
Employer’s Liability	\$100,000
All States Endorsement	Statutory
USL & H Endorsement	Statutory
Voluntary Compensation	Statutory

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

Aggregate Combined:	<u>\$2,000,000</u>
Each Occurrence:	<u>\$1,000,000</u>
M&C/CGL	\$ _____
Broad Form CGL	<u>\$1,000,000</u>

Contractual Liability	<u>\$1,000,000</u>
Products	<u>\$</u>
Completed Operations	<u>\$1,000,000</u>
Personal Injury	<u>\$</u>
Independent Contractors	<u>\$</u>
XCU Property Damage Excel	<u>\$</u>
Excess Liability	<u>\$</u>

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

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

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

These policies will provide that:

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

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

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

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

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

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

6.4 Receipt and Application of Insurance Proceeds

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

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

6.5 Indemnification

6.5.1 The **Contractor** shall indemnify, defend (by counsel reasonably acceptable to County) and hold harmless the County and its employees and agents from and against

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

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

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

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

7.1.1 The **Contractor** shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the Contract Documents. Prior to the commencement of the Work the **Contractor** shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the **County** the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the **County** may require the **Contractor** to assign a different superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before. The **Contractor** shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the **Contractor** shall not be responsible for the negligence of others in the design or specifications of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. The **Contractor** shall be responsible to see that the completed Work complies accurately with the Contract Documents.

7.1.2 The **Contractor** shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to

the **County**, through the **Professional**, except under extraordinary circumstances. The superintendent will be the **Contractor's** representative at the site and shall have authority to act on behalf of the **Contractor**. All communications to the superintendent shall be as binding as if given to the **Contractor**.

7.2 Labor, Material and Equipment

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

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

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

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

7.3 Substitute Material or Equipment

7.3.1 If the **Contractor** wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the **Professional** and the **Project Manager** for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the prior written approval of the **Professional**. The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the **Project Manager** and the **Professional** in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the Professional shall be by Change Order.

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

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

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

7.4 Concerning Subcontractors

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

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

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

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

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

7.5 Patent Fees and Royalties

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

7.6 Permits

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

7.7 Laws and Regulations

7.7.1 The **Contractor** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the **Contractor** observes that any of the Contract Documents are contradictory to such laws, rules and regulations, it will notify the Professional promptly in writing. Any necessary changes shall then be adjusted by an appropriate Change Order. If the **Contractor** performs any Work that they know or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the Professional, the **Contractor** shall bear all related costs.

7.8 Taxes

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

7.9 Use of Premises

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

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

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

7.10 Record Documents

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

7.11 Safety and Protection

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

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

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

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

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

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

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

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

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

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

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

Second violation May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the **Contractor** to additional

contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the **County**.

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

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

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

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

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

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

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

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

7.12 Drug Free Work Place Policy

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

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

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

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

7.13 Emergencies

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

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

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

7.14 Submittals and Samples

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

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

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

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

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

7.15 Cleaning Up

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

ARTICLE 8 – OTHER WORK

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

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

ARTICLE 9 – COUNTY'S RESPONSIBILITIES

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

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

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

ARTICLE 10 – PROFESSIONAL’S STATUS DURING CONSTRUCTION

10.1 County’s Representative

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

10.2 Visits to the Site

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

10.3 Clarifications and Interpretations

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

10.4 Rejecting Defective Work

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

10.5 Resident Engineer or Architect

10.5.1 The **Professional** may furnish a full or part-time Resident Engineer or Architect and other personnel to assist them in carrying out services at the site. The duties, responsibilities and limitations of authority of the Resident Engineer or Architect and other personnel are set forth in the Supplementary Conditions, if applicable.

10.6 Decisions on Disagreements

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

10.7 Limitation on Professional's Responsibilities

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

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

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

ARTICLE 11 – CHANGES IN THE WORK

11.1 Changes

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

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

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

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

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

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

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

ARTICLE 12 – CHANGE OF CONTRACT PRICE

12.1 The Contract Price

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

12.1.2 The Contract Price may only be increased or decreased by a written Change Order or Construction Change Directive. Any claim for an increase shall be in writing

and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Professional** within fifteen (15) calendar days after the occurrence unless the **County** allows additional time.

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

12.1.3.1 Designated Unit Price (Field Measure)

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

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

12.1.3.2 Other Unit Prices

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

12.1.3.3 Lump Sum

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

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

12.1.5 Failure on the part of the **Contractor** to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional costs to the **County**; acceptance at no pay; or acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the

County. Determinations of aggregate monetary change for items identified as lump sum quantities shall be made by the **County** based upon an analysis of the scope of the Contractor's failure to construct to plan or authorized dimensions.

12.2 Cost of Work

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

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

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

12.2.1.3 Rented Equipment (at actual rental rate)

12.2.1.4 Material

12.2.1.5 Supplies

12.2.1.6 Subcontractors' Costs

12.2.1.7 Bonds and Insurance

12.2.1.8 Contractor's Fee (per 12.3)

12.2.1.9 Permit Fees

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

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

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

12.2.3.2 Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.

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

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

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

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

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

12.3 Contractor's Mark-Up

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

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

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

ARTICLE 13 – CHANGE OF CONTRACT TIME

13.1 Except as specifically provided in Section 13.1.2 below, the Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the **Project Manager** within fifteen (15) calendar days after the

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

13.1.1 If the **Contractor** is delayed at any time in the performance, progress, commencement or completion of the Work by any act or neglect of the **County** or the **Professional**, by an employee of either, by any separate contractor employed by the **County**, by changes ordered in the Work, by labor disputes, fire, unavoidable casualties, 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 (but excluding weather delays which are addressed in Section 13.1.2 below), then the Contract Time shall be extended by Change Order for such reasonable time as the **County** may determine. The **Contractor** shall be entitled to an extension of time for causes only for the number of days of delay which the **County** may determine to be due solely to these causes and only to the extent these occurrences actually delay the completion of the Work; and then only if the **Contractor** shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the **County** or the **Professional** may be responsible in whole or in part, shall relieve **Contractor** of its duty to perform or give rise to any right to damages or additional compensation from the **County**. The Contractor's sole and exclusive remedy against the **County** for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be right to seek an extension to the Contract Time in accordance with the procedures set forth herein.

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

ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)

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

14.2 Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

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

ARTICLE 15 – WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

15.1 Warranty and Guarantee

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

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

with non-defective work. If the **Contractor** does not promptly comply with the terms of such instructions, the **County** may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the **Contractor**.

15.2 Tests and Inspections

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

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

15.3 Access to the Work

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

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

15.4 Uncovering the Work

15.4.1 If any work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the **Professional**, or if any work is covered contrary to the request of the **Project Manager**, the work shall, if requested by the **Professional** or the **Project Manager**, be uncovered for observation, inspection, testing or approval and replaced at the **Contractor's** expense.

15.4.2 If any work has been covered which either the **Professional** or the **Project Manager** has not specifically requested to observe, or if the **Professional** or the **Project Manager** considers it necessary or advisable that covered work be inspected or tested by others, the **Contractor**, upon written request of the **Professional** or the **Project Manager**, shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the **Contractor** shall bear the expense of such uncovering, exposure, observation, inspection, testing and satisfactory reconstruction. If, however, such work is not found to be defective, the **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if it makes a claim as provided in Articles 11, 12 and 13.

15.5 Stop Work

15.5.1 When work is defective or when the **Contractor** fails to supply sufficient skilled workmen, suitable material, suitable equipment, make prompt payments to Subcontractors for labor, material or equipment, or if the **Contractor** violates any provisions of these Contract Documents, the **County** may order the **Contractor** to stop the work until the cause for such order has been eliminated. However, this right of the **County** to stop the work shall not give rise to any duty on the part of the **County** to exercise this right for the benefit of the **Contractor** or any other party. The **Contractor** shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

15.6 Correction or Removal of Defective Work

15.6.1 When directed by the **Professional**, the **Contractor** shall promptly, without cost to the **County** and as specified by the Professional either correct the defective work whether fabricated, installed or completed, or remove it from the site and replace it with non-defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the Professional, the County may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the Contractor or deducted from payment to the Contractor. The Contractor will also bear the expense of correcting or removing and replacing all work of others destroyed or damaged by the correction, removal or replacement of the defective work.

15.7 Acceptance of Defective Work

15.7.1 If, instead of requiring correction or removal and replacement of defective work, the **County** prefers to accept it, the **County** may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the

Contractor shall pay to the **County** an appropriate sum to compensate for the defect in the work.

15.8 Neglected Work by Contractor

15.8.1 If the **Contractor** neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the **Professional** may direct the **Contractor** to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment working extended hours and additional days, all at no cost to the **County**, in order to put the Work back on schedule. If the **Contractor** fails to correct the deficiency or take appropriate corrective action, the **County** may terminate the contract or **Contractor's** right to proceed with that portion of work and have the work done by others. The cost of completion under such procedure shall be charged against the **Contractor**. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **County**.

15.8.2 Should the **Contractor** work overtime, weekends or holidays to regain the schedule, all costs to the **County** of associated inspection, construction management and resident engineering shall be identified to the **Contractor** and the Contract Price reduced by a like amount via Change Order.

ARTICLE 16 – PAYMENT AND COMPLETION

16.1 Schedule of Values

16.1.1 The Schedule of Values established as provided in General Conditions 3.5.2.2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the **Professional** and the **Project Manager**. Progress payments using unit prices bid will be based on the number of units completed. Lump sum bids do not have a provision for a unit price adjustment.

16.1.2 The Schedule of Values will include a breakdown of divisions of the work in a manner that will identify Subcontractors by the classification of their work according to any accepted numerical sequence, such as AIA numerical classification. Any Subcontractor identified by the **Contractor**, as a Woman/Minority Business Entity shall be noted in the schedule of values on a separate line of the schedule of values with an extension to the numerical classification used to identify the particular division of work. The extension will be according to the following: 002- Woman Business Enterprise; 003 – African American Enterprise; 004 – Hispanic American; 005 – Asian Pacific American Business; 006 – Native American Business; and 007 – Asian-Indian American Business.

16.2 Application for Progress Payment: Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers

16.2.1 At least seven (7) calendar days before the date established for each progress payment (but not more often than once a month), **Contractor** shall submit the following to the **Professional** for review: (i) an Application for Payment filled out and signed by the **Contractor** covering the work completed as of the date of the Application; (ii) a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers (as further described in Subsection 16.2.2 below) in a form the County will designate and provide to the **Contractor**, and (iii) all other supporting documentation as is required by the Contract Documents. If payment is requested on the basis of material and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the **County** has received the material and equipment free and clear of all liens and evidence that the material and equipment are covered by appropriate property insurance and other arrangements to protect the **County's** interest therein, all of which will be satisfactory to the **County**. Payment is subject to retainage in accordance with F.S. 218.735. The amount of retainage is 5% in accordance with the contract document or as provided in F.S. 218.735.

16.2.2 As additional conditions precedent to the County's obligation to pay the Contractor each progress payment, to include the final payment due under the Contract, the Contractor must (i) pay all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include any payments of retainage) that the County has made to Contractor for Work that has been satisfactorily completed; and (ii) execute and deliver to the Professional a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers with its Application for Payment submitted in accordance with Subsection 16.2.1 above. If the Contractor has not made the required payments to all Subcontractors and Suppliers, but the Contractor has (a) demonstrated good cause (as reasonably determined by the County) for not making any required payment; (b) delivered written notice to the County and to the applicable Subcontractor or Supplier specifically stating why the Contractor has not paid the Subcontractor or Supplier its proportionate share of the progress payments that the County has made to the Contractor pursuant to the Contract, and (c) completed all other requirements and conditions precedent to the receipt of the requested progress payment, then the County will pay Contractor the progress payment in accordance with the Contract requirements.

16.3 Contractor's Warranty of Title

16.3.1 **Contractor** warrants and guarantees that title to the work, material and equipment covered by any Application for Payment, whether incorporated in the Work

or not, will pass to the **County** no later than the time of payment, free and clear of all liens.

16.4 Approval of Payments

16.4.1 The **Professional**, after receipt of each Application for Payment, will either indicate in writing a recommendation of payment and present the application to the **County**, or return the application to the **Contractor** indicating in writing the **Professional's** reasons for refusing to recommend payment. In the latter case, the **Contractor** may make the necessary corrections and resubmit the application. The **County** shall make payment in accordance with F.S. 218.735.

16.4.2 The **Professional's** recommendation of any payment requested in an Application for Payment will constitute a representation by the **Professional** to the **County** based on the **Professional's** review of the Application for Payment and the accompanying data and schedules, that to the best of the **Professional's** knowledge, information and belief:

- a) The Work has progressed to the point indicated;
- b) The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work and to any other qualifications stated in the recommendation); and
- c) The conditions precedent to the **Contractor's** being entitled to such payment appear to have been fulfilled in so far as it is the **Professional's** responsibility to observe the Work.

16.4.3 By recommending any such payment, the **Professional** will not be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Professional** in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **County** or entitle the **County** to withhold payment to the **Contractor**.

16.4.4 The **Professional's** recommendation of any payment, including final payment, shall not mean that the **Professional** is responsible for the **Contractor's** means, methods, techniques, sequences or procedures of construction; or the safety precautions and programs incident thereto; or for any failure of the **Contractor** to comply with Laws and Regulations applicable to the furnishing or performance of Work; or for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

16.4.5 The **Professional** may refuse to recommend the whole or any part of any payment if, in the **Professional's** opinion, they are unable to make the representation that the Application is acceptable to the **County**. The **Professional** may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the **Professional's** opinion to protect the **County** from loss because:

- a) The Work is defective;
- b) The Contract Price has been reduced by Change Order;
- c) The **County** has been required to correct defective work or complete work in accordance with Article 15;
- d) Claims have been filed against the **County** for which the **Contractor** may be liable; and/or
- e) The work was executed unsatisfactorily; the **Contractor** failed to clean up as required in Article 7 or the work is otherwise not in compliance with these Contract Documents.

16.4.6 The **County** will give the **Contractor** immediate notice stating the reasons for such action and promptly pay the **Contractor** the amount so withheld, or any adjustment thereto agreed to by the **County** and the **Contractor**, when the **Contractor** corrects, to the **County's** satisfaction, the reasons for such action.

16.5 Substantial Completion

16.5.1 Definition. Substantial Completion is the stage in the progress of the Work when the Work or specified portion thereof is sufficiently complete in accordance with the Contract Documents so the **County** can occupy or utilize the Work for its intended purpose.

16.5.2 Certificate of Substantial Completion. When the **Contractor** considers that the Work, or a specified portion thereof, which the **County** agrees to accept separately, is substantially complete, the **Contractor** shall notify the **Professional** and the **Project Manager**. Along with such notification, the **Contractor** shall submit to the **Professional** a thorough and inclusive list of all remaining Work items to be completed or corrected. Upon receipt of the **Contractor's** notification and list, the **Professional** and the **Project Manager** will visit the site to determine whether the Work or designated portion thereof is substantially complete. Once the **Professional**, in consultation with the **County**, determines that the Work or specified portion thereof is substantially complete, the **Professional** will prepare a Certificate of Substantial Completion that shall establish the

date of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the **Contractor** for its written acceptance and then to the **County** for acceptance and issuance.

16.5.3 Deficiency List. The Certificate of Substantial Completion shall include a list prepared by the **Professional** (the "Deficiency List") of final work items remaining, which must be completed to render the Work, or specified portion thereof, complete, satisfactory, and acceptable in accordance with the Contract Documents. The Deficiency List shall include those items from the **Contractor's** list described in Section 16.5.2 above which remain incomplete or uncorrected as of the date of Substantial Completion, along with any other incomplete or unsatisfactory items as determined by the **Professional** or the **Project Manager**. Failure to include on the Deficiency List any corrective work or pending items not yet completed shall not alter the responsibility of the **Contractor** to complete all the construction services purchased pursuant to the Contract Documents. The **Professional**, in consultation with the **County**, shall establish a date for completion of the items identified in the Deficiency List, and this date for completion shall be noted on the Certificate of Substantial Completion. The **Professional** shall also include an estimated cost to complete each item on the Deficiency List. Should the **Contractor** fail to complete the items by the date noted on the Certificate of Substantial Completion, the **County** may complete the item and deduct the costs from the final Application for Payment.

16.5.4 Project Closeout and Payment of Retainage. In accordance with Section 255.077(4), Fla. Stat., within 20 business days after developing the Deficiency List, and after receipt of a proper invoice or payment request, the **County** shall pay the **Contractor** the remaining balance of the contract, including any remaining retainage withheld by the **County** pursuant to Section 255.078, Florida Statutes, less an amount equal to 150 percent of the estimated cost to complete the items on the Deficiency List.

16.5.5 Warranties. Warranties required by the Contract Document shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

16.6 Beneficial Occupancy

16.6.1 Use by the **County** at the **County's** option of any substantially completed part of the Work which (i) has specifically been identified in the Contract Documents, or (ii) the **County, Professional** and **Contractor** agree constitutes a separately functioning and usable part of the Work that can be used by the **County** for its intended purpose without significant interference with the **Contractor's** performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to 16.6.2.

16.6.2 The **County** at any time may request the **Contractor** in writing to permit the **County** to use any such part of the Work which the **County** believes to be ready for its

intended use and substantially complete. If the **Contractor** agrees that such part of the Work is substantially complete, the **Contractor** will certify to the **County** and the **Professional** in writing that the **Contractor** considers any such part of the Work ready for its intended use and substantially complete and request the **Professional** to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the **County**, **Contractor** and **Professional** shall make an inspection of that part of the Work to determine its status of completion. If the **Professional** does not consider that part of the Work to be substantially complete, the **Professional** will notify the **County** and the **Contractor** in writing giving the reasons therefore. If the **Professional** considers that part of the Work to be substantially complete, the provisions of 16.5 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

16.6.3 The **County**, may at its discretion, reduce the amount of retainage beyond the amount prescribed in F.S. 218.735 subject to Beneficial Occupancy.

16.6.4 Retainage will not be released in the face of a claim by the **County** for liquidated damages or a dispute claim by the **Contractor** for additional compensation.

16.7 Final Inspection

16.7.1 Upon written notice from the **Contractor** that the entire Work or an agreed portion thereof is complete, the **Professional** will make a final inspection with the **County** and the **Contractor** and will notify the **Contractor** in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The **Contractor** shall immediately take such measures as necessary to complete such Work or remedy such deficiencies.

16.8 Final Application for Payment

16.8.1 After the **Contractor** has completed all such corrections to the satisfaction of the **Professional** and the **County** and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 6.2, certificates of inspection, marked-up record documents and other documents, the **Contractor** may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety to final payment; and (iii) a final Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers.

16.8.2 No application for final payment will be accepted by the **County** until all required documentation by the **Contractor** has been accepted and approved by the **Professional** and the **County**.

16.8.3 Notwithstanding any other provision of these contract documents to the contrary, the **County** and the **Professional** are under no duty or obligation whatsoever to any vendor, material provider, Subcontractor, laborer or other party to ensure that payments due and owing by the **Contractor** to any of them are or will be made. Such parties shall rely only on the **Contractor's** surety bonds for remedy of nonpayment by the **Contractor**. The **Contractor** agrees to defend and resolve all claims made by Subcontractors, indemnifying the **County** and the **Professional** for all claims arising from or resulting from Subcontractor, Supplier, material men or laborer services in connection with this project.

16.8.4 The **Contractor** will indemnify the **County** and **Professional** for any damages sustained including lost revenues resulting from the **Contractor's** failure or refusal to perform the work required by these contract documents.

16.9 Final Payment and Acceptance

16.9.1 If, on the basis of the **Professional's** observation of the Work during construction and final inspection, and the **Professional's** review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the **Professional** is satisfied that the Work has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Professional** will, after receipt of the final Application for Payment, indicate in writing the **Professional's** recommendation of payment and present the Application to the **County** for payment. At the same time, the Professional will also give written notice to the County and the **Contractor** that the Work is acceptable subject to the provision of 16.10. Otherwise, the **Professional** will return the application to the **Contractor**, indicating in writing the reasons for refusing to recommend final payment, in which case the **Contractor** shall make the necessary corrections and resubmit the Application. After the presentation to the **County** of the application and accompanying documentation, in appropriate form and substance and with the **Professional's** recommendation and notice of acceptability, the amount recommended by the **Professional** will become due and will be paid by the **County** to the **Contractor**.

16.9.2 If, through no fault of the **Contractor**, final completion of the Work is significantly delayed and if the **Professional** so confirms, the **County** shall, upon receipt of the **Contractor's** final Application for Payment and recommendation of the **Professional**, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the **County** for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if bonds have been furnished as required in Article 6, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the **Contractor** to the **Professional** with the application for such payment. Such payment shall be made

under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

16.9.3 The remainder of the Contract Price will be approved for payment upon final completion of the work, acceptance of the work by the **County** and settlement of all claims.

16.10 Waiver of Claims

16.10.1 The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **County**, other than those previously made in writing and still unsettled.

16.10.1.1 The making and acceptance of final payment will constitute a waiver of all claims by the **County** against the **Contractor**, except claims arising from unsettled liens from defective Work appearing after final inspection pursuant to 16.7; from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; or from the **Contractor's** continuing obligations under the Contract Documents.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

17.1 Suspension of Work

17.1.1 At any time and without cause, the **County** may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the **Contractor** and the **Professional**, which will fix the date on which Work will be resumed. The **Contractor** shall resume the Work on the date so fixed. The **Contractor** shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if the **Contractor** makes any approved claim therefore as provided in Articles 12 and 13.

17.2 Termination For Cause

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

- a) If the **Contractor** fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable material or equipment; or failure to adhere to the progress schedule established;
- b) If the **Contractor** disregards laws or regulations of any Regulations of any public agency having jurisdiction;
- c) If the **Contractor** disregards the authority of the **Professional** or the **Project Manager**; or

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

The **County** may, after giving the **Contractor** and surety seven (7) working days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the **Contractor**; exclude the **Contractor** from the site; take possession of the Work and of all the **Contractor's** tools, appliances, construction equipment and machinery at the site; use the same to the full extent they could be used by the **Contractor** (without liability to the **Contractor** for trespass or conversion); incorporate in the Work all material and equipment stored at the site or for which the **County** has paid the **Contractor** but which are stored elsewhere; and finish the Work as the **County** may deem expedient. In such case, the **Contractor** shall not be entitled to receive any further payment beyond an amount equal to the value of the work actually completed and the value of material and equipment not incorporated in the work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, the **Contractor** shall pay the difference to the **County**. Such costs incurred by the **County** shall be verified by the **Professional** and incorporated in a Change Order; but in finishing the work the **Contractor** shall not be required to obtain the lowest figure for the work performed. The **Contractor's** obligations to pay the difference between such costs and such unpaid balance shall survive termination of the agreement.

17.2.2 In the event the **County** terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

17.3 Termination for Convenience

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

- a) For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- b) For expenses sustained prior to the effective date of termination in performing services and furnishing labor, material or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

- c) For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and
- d) For reasonable expenses directly attributable to termination.

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

17.3.2 If through no act or fault of the **Contractor**, the Work is suspended for a period of more than ninety (90) calendar days by the County, or under an order of court or other public authority, or the **Professional** fails to act on any Application for Payment within thirty (30) calendar days after it is submitted, or the **County** fails for thirty-one (31) calendar days to pay the Contractor any sum finally determined to be due, then the **Contractor** may, upon seven (7) working days' written notice to the **County** and the **Professional**, terminate the Agreement and recover from the **County** payment on the same terms as provided in 17.2.2, provided the **County** or the **Professional** did not remedy such suspension or failure within that time. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if the **Professional** has failed for thirty-one (31) calendar days to pay the **Contractor** any sum finally determined to be due, the **Contractor** may upon seven (7) days' written notice to the **County** and the **Professional** stop the Work until payment is made of all such amounts due the **Contractor**, including interest thereon. The provisions of this paragraph are not intended to preclude the **Contractor** from making claim under Articles 12 and 13 for an increase in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to the **Contractor's** stopping Work as permitted by this paragraph.

ARTICLE 18 – DISPUTES

18.1 All disputes arising under this Contract or its interpretation whether involving law, fact or both, or extra work, and all claims for alleged breach of contract, shall within ten (10) working days of the commencement of the dispute be presented by the **Contractor** to the **County** for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the **Contractor** shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) working days of its commencement, the claim will be considered only for a period commencing ten (10) working days prior to the receipt by the **County** of notice thereof. Each decision by the **County** will be in writing and will be mailed to the **Contractor** by registered or certified mail, return receipt requested, directed to the **Contractor's** last known address.

18.1.1 If the **Contractor** does not agree with any decision of the **County**, the **Contractor** shall seek mediation by a certified circuit court civil mediator who will be

agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) calendar days of the request for mediation, said mediator will be chosen by the **Contractor**. Any mediation will be held in Polk County, unless otherwise agreed to by the **County**. The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties, if the mediator is agreed upon, and by the **Contractor** if agreement on the mediator cannot be reached.

18.1.2 If the **Contractor** does not agree with any decision of the **County**, or the mediation is unsuccessful, the **Contractor** shall in no case allow the dispute to delay the Work but shall notify the **County** promptly that the work proceeding under protest and that the matter in question may be accepted from the final release.

ARTICLE 19 – MISCELLANEOUS

19.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

19.2 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

19.3 Should the **County** or the **Contractor** suffer injury or damage to its person or property because of any error, omission or act of the other or of any of their employees, agents or others for whose acts they may be legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

19.4 All representations, warranties and guarantees made in the contract documents will survive final payment and termination or completion of the agreement. Also, the obligation of the **Contractor** to maintain the work until initiation of operation shall survive final payment, termination or completion of the Contract.

19.5 The **Contractor** shall keep adequate records and supporting documentation applicable to the Work and Contract. Said records and documentation shall be retained by the **Contractor** for a minimum of five (5) years from the date of final completion or termination of this Contract. The County shall have the right to audit, inspect and copy all such records and documentation as often as the **County** deems necessary during the period of the Contract and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. The **County**, during this period of time, shall also have the right to obtain a copy of and

otherwise inspect any audit made at the direction of the **Contractor** as concerns the aforesaid records and supporting documentation.

ARTICLE 20 - Unauthorized Alien(s)

20.1.1 The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

ARTICLE 21 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that 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 the contract. 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. 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 the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

ARTICLE 22 – PERFORMANCE EVALUATION

22.1 Contractor Evaluation

22.1.1 The **Contractor's** performance shall be evaluated during and after completion of the project. The evaluation shall be conducted in accordance with the Procurement Procedures, dated May 10, 2006, for Contractor Evaluation.

ARTICLE 23 – ALLOWANCES

23.1 Allowance Work

23.1.1 When the **County** determines, at its sole discretion, that it wishes to include an Allowance in the Contract, said amount shall be included in the Contract Price, Article 2 of the Contract (Part E).

23.1.2 Allowance Work, in the amount of five percent (5%) of the awarded contractors bid or \$250,000, whichever is less, may be included in the Contract Price. No individual allowance request shall be greater than \$50,000 without approval of the Board of County Commissioners. The Contract Work and all Allowance Work shall be performed in full compliance with all requirements of the Contract Documents. The sum of all approved Allowance Work performed pursuant hereto shall not exceed the amount of the Allowance. When all Work has been completed under this contract any balance of the original Allowance remaining at the completion of all Work shall be deducted from the Contract Price.

23.1.3 The number of calendar days specified in the Contract for performance of the Work shall include a total time allowance of no more than 60 days or fifteen percent (15%) of the time specified at the time contract award for final completion of the project, whichever is less, for performance of Allowance Work. When all Work has been completed under this contract any time set aside for Allowance Work remaining at the completion of all Work shall be deducted from the Contract Time.

23.1.4 Upon a determination by the County Manager or his designee that certain construction work for which detailed specifications were not prepared or the scope of such work was not fully established at the time the **County** entered into a contract and upon determining that, for the purposes of expediency and efficiency, it would be in the **County's** best interest to have said work completed by the Project's **Contractor**, the County Manager or his designee will take appropriate action pursuant to the "Allowance" provision established under the Contract for the Project.

23.1.5 All charges and time for Allowance Work must be pre-approved in writing by the County Manager or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the price for the Allowance Work and the time, if any, allocated for performance of the Allowance Work, as well as containing the authorizing signature

of the County Manager or his designee. The **Contractor** shall not be authorized to perform any Allowance Work without the required AAR.

ARTICLE 24 – ANNUAL APPROPRIATIONS

24.1 Appropriations

24.1.1 Contractor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

ARTICLE 25 – PUBLIC RECORDS LAW

- a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - (1) keep and maintain public records required by the County to perform the services required under this Agreement;
 - (2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER POLK COUNTY
330 WEST CHURCH ST.**

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

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ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

SUPPLEMENTARY CONDITIONS

These services are funded by U.S. Department of Treasury (USDT) through the American Rescue Plan Act (ARP), State and Local Fiscal Recovery Funds (SLRF). All requirements of the federal award are applicable to the Successful Contractor(s), subcontractor, and any material suppliers. All services must be performed in accordance with applicable Federal, State, and Local regulations.

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

Calculation of Liquidated Damages

Liquidated damages shall apply to meeting the substantial completion date upon which the facility shall be fully functioning as intended.

Should the Contractor not meet the agreed upon date of substantial completion, as outlined within the Notice to Proceed, liquidated damages to continue inspections and project management shall be calculated as follows:

Inspection Services	5 hours per day @ 150.00 per hour	\$ 750.00
Project Management	2 hours per day @ \$195.00 per hour	\$ 390.00
<u>Mileage</u>	<u>75 miles per day @ \$0.67 per mile</u>	<u>\$ 50.25</u>
Total Daily Liquidated Damages		\$1,190.25

Should the Contractor request and be granted additional time to reach Substantial Completion via change order(s), the last revised date shall be the date used to calculate the time for which liquidated damages will be assessed.

Construction Cost Estimate

The construction cost estimate for this project is \$3,610,000.

Project Location

The Work will occur at the Babson Park Water Production Facility #1 (WPF 1) owned and operated by PCU and located at 260 ½ Libby Road, Babson Park, Florida. The nearest major intersection to the project site is US Hwy 17 (N Scenic Hwy) east side of Crooked Lake near Webber International University.

Site Access

Project is located on Polk County property. Contractor shall not block public roadway in either direction on Libby Road at any time. Contractor shall provide sedimentation control, noise control, dust control, and access control to ensure site security, avoid public nuisance to nearby residents, and prevent damage to adjacent private property.

Contractor shall be responsible for ensuring construction site is secured at all times and safety measures are in place each day for County staff and public safety. Necessary safety measures such as barricades, signs and fences shall be properly set every day. Trenches and excavations shall not be left open during Contractor non-work times.

Award of Contract and Contract Time

Contract will be awarded, if at all, to a single Contractor with the lowest overall bid meeting qualification and specifications. The County may reject all bids or may award the entire bid, as best serves the interest of County.

A price analysis will be completed by the Procurement and Utilities to determine fair and reasonable. If prices are not deemed to be fair and reasonable Procurement and Utilities must conduct a cost analysis with the low bid; OR if only one bid received a cost analysis must be performed. Contractor's profit must be negotiated as a separate cost from the Contractor's cost. Contractors must provide a complete breakdown of all costs associated with the purchase. (2 CFR, 200.323 Contract cost and price).

The Contract Time is as follows: 365 CALENDAR DAYS

The Contract Time for this project is a total of 335 calendar days from Notice to Proceed to reach Substantial Completion and 365 calendar days from Notice to Proceed for Final Completion.

Completion of the contract will have been achieved once Final Completion has been reached and all final documentation, including final application for payment, received and processed by PCU. No more than 30 calendar days will be allowed for completion.

Warranty Requirements

The warranty period for completed work shall be as outlined in the technical specifications. In some sections of the Contract Documents, warranty requirements may be more stringent than indicated in the General Conditions. In the event there is a warranty conflict, the more stringent warranty requirement will apply.

Qualifications

Bidder shall be a State of Florida licensed General Contractor and shall demonstrate an understanding of the type of work and materials involved. Bidder must have experience as the prime contractor performing similar size and scope services, including the installation of ground storage tanks equal to or greater than 100,000 gallons with aeration, high service pumping with pressure control, and electrical distribution with backup diesel generator.

Bidder should submit the following with their bid:

1. Copy of valid State of Florida License as a General Contractor. A copy of the license should be included with the bid submittal, or within three (3) business days of request.
2. Bidder must provide five (5) references from clients in which the bidder has performed similar size and scope services, including water treatment plant construction, as the prime contractor, within the past ten (10) years. A minimum of three (3) references shall be from clients where projects have been completed. Each reference should include:
 - a) Name of the client
 - b) Address of the client
 - c) Contact person to include
 - i. Phone number and email address
 - d) Superintendent's name
 - e) Period of Performance (start and end date of the services)
 - f) Project contract value
 - g) Brief description of the services provided.
 - h) Type and size of pumps installed (if applicable)
 - i) Size of ground storage tank installed (if applicable)
 - j) Size and type of aeration installed (if applicable)

References should be submitted with the bid or must be provided within three (3) business days upon request and prior to award.

Record Drawings

Contractor shall be responsible for As-Built Drawings. Shop drawings are to be submitted within 30-days of Pre-Construction meeting. As-Built Drawing red-line mark-ups shall be submitted by the contractor 30 days prior to substantial completion. As-Built Drawings shall be submitted by the Contractor with the Certificate of Substantial Completion.

Contractor shall be responsible for preparation and submission of shop drawings and As-Built drawings. Shop drawings shall be submitted in a manner to maintain the approved construction schedule. All shop drawings shall be stamped indicating the Contractor has reviewed them prior to submittal. Professional will review shop drawings, detailed construction submittals, and material samples required by the contract manual for general conformance with the design requirements.

If shop drawings or other submittals are rejected more than once, the Contractor shall be responsible for additional services for the Professional to review additional submittals on an hourly basis as outlined below:

Senior Principal Engineer

@ \$195.00 per hour

Percentage of Work

The prime contractor shall perform a minimum of 51% of all work contained within the scope of work as outlined in the contract documents. This percentage of work requirement does not include the furnishing of materials or equipment in the construction, if not installed by the primary contractor.

Additional Information

Contractor shall supply the County with a compilation of daily reports from the assigned construction activity on a weekly basis. Report will be submitted to the assigned CIP Project Manager or his representative for the County approval of the Utilities Operations Division Director or their designee. The report shall include the construction progress and relevant issues per construction area.

Contractor shall provide the County with a comprehensive contact list to include all key Contractor personnel as well as all subcontractors' contact information. The contact information shall include name of contact, project responsibility, telephone number, cell phone number, email address, physical address and/or mailing address along with city, state, and zip code. This must be provided for all personnel associated with the Project.

Shop Drawings, RFI, and Change Logs

Contractor shall create and maintain logs for shop drawings, RFI's (request for information), and changer order items in order to ensure proper recording. The logs should include log item number, title description of item, the date items were first issued and date of Engineer response. For shop drawings, the revision number and current approval status of each item shall be listed. For RFI's, include the initials of the person who responded to the RFI. For change order items, indicate who's responsible for

action on each item (Contractor, County, Engineer), type of change (revision, addition, deletion) and current cost of the item.

Project Contingencies

The Bid Form includes Project Contingency line items of \$200,000.00 for unforeseen conditions relating to electrical, instrumentation and controls, and/or site/civil, mechanical and structural conditions. Prior written approval by the Polk County Utilities Division Director is required for the expenditure of any of these contingency funds. Any work performed prior to receiving written approval is done at the Contractor's risk.

Workdays/Work Times

Workdays shall be defined as Monday through Friday from 7:00 a.m. to 6:00 p.m., except for County holidays and unless otherwise agreed upon by the PCU Project Manager.

Permits and Approvals

The following permits shall be obtained by the Contractor per Section 7.6 of the General Conditions:

- NPDES General Permit Authorization for Construction Activities
- Polk County Building Permit
- Permits required for hauling salvaged items, debris, materials, supplies, and/or equipment over public roadways.

The following permits have been obtained by the County for construction of this Work:

- FDEP Construction Permit
- Polk County Level 2 Site Plan Permit
- Polk County Level 3 Land Development Review
- Southwest Florida Water Management District/FDEP: Environmental Resource Permit (Stormwater System Modification)

Contractor and Subcontractors

The Contractor may self-perform any areas of the work that they are specifically qualified in that field. Otherwise, the Contractor shall employ qualified, experienced subcontractors for each area of the work.

Project Sign

Contractor shall provide a project sign as shown in the Drawings.

Substitute Material

“Equivalent” or “Approved Equal” substitutions of any materials or supplies will require prior approval by Polk County Utilities Operations via an addendum. Any approved substitutions to equipment or supplies should be incorporated as a part of the prime Contractor’s bid submittal. (General Conditions, Item #7.3)

Suppliers are encouraged to review Polk County Utilities Standards and Specifications Manual Section 113 for information regarding how to apply for approval and inclusion in the established standards. The Standards and Specifications Manual is available at <https://www.polk-county.net/services/building/permitting/>.

Registration

The Successful Bidder must register in our Vendor Database if you have not already done so prior to the award of this bid. A purchase order cannot be issued to a vendor until they are registered. You may register at the following link: <https://www.polk-county.net/business/procurement/vendor-information/>.

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County has been awarded and received American Rescue Plan Act, State and Local Fiscal Recovery Funds ("SLFRF") for the services to be provided under the Agreement from the U.S. Department of Treasury. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting award with the prime Consultant, and any resulting contracts between the prime Consultant and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. Equal Employment Opportunity. (Applicable to construction only)

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts

by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States

2. Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Consultant, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work

in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. the U.S. Department of Treasury, the applicable Federal agency, or Polk County as the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subcontractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3. Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. Department of Treasury and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

Federal Water Pollution Control Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure

notification to the U.S Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

4. Debarment and Suspension. (Exhibit XXIII)

(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 Consultant is required to verify that none of the Consultant, 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 Consultant 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. If it is later determined that the Consultant 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 U.S. Department of Treasury and the County. The Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

5. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit XXIV). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

7. Domestic Preference

In accordance with 2 CFR §200.322, to the greatest extent practicable under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. Affirmative Action.

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. Access to Records. The following access to records requirements apply to this Contract and any Purchase Order issued hereunder:

(1) The Consultant agrees to provide Polk County and the U.S. Department of Treasury, or any of their authorized representatives, including but not limited to the Government Accountability Office ("GOA"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC"), access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide the U.S. Department of Treasury or their authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order."

10. USDT Seal, Logo, and Flags. The Consultant shall not use the USDT seal(s), logos, crests, or reproductions of flags or likenesses of USDT agency officials without specific USDT pre- approval.

11. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that U.S. Department of Treasury American Rescue Plan financial assistance will be used to fund the Contract only. The Consultant will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

12. No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, consultant, or any other party pertaining to any matter resulting from this Purchase Order.

13. Program Fraud and False or Fraudulent Statements or Related Acts.

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Purchase Order.

14. Changes.

All changes, if any, must be performed in accordance with the Construction Bid Documents, including, without limitation, Article 11 and Article 12 of the General Conditions, as well as with any and all Federal supplemental requirements. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant, and reasonable for the completion of the project scope. A cost analysis must be performed. The profit must be negotiated as a separate cost from the Contractor's cost. Contractors must provide a complete breakdown of all costs associated with the purchase.

Should the successful Contractor request a change of work, or additional work, after execution of the contract, and it can be reasonably determined that the Contractor was aware of the needed change or additional work prior to the award, the Contractor will perform the work at no additional cost to the County.

15. Default and Remedy.

Process. If the Contractor materially defaults in the timely performance of any Contract obligation, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other Contractors or providers at the Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of American Rescue Plan funding caused, directly or indirectly, by the Contractor's delay. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination,

less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

Certain Material Defaults. Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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 C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Unit Price)

NAME OF PROJECT: BID 24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station.

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

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

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

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE
HEREUPON GIVEN FOR THIS BID SUBMITTAL TO BE
CONSIDERED BY THE COUNTY

1. BID PRICE \$ _____

WRITTEN AMOUNT (SPELL OUT) _____ DOLLARS

_____ CENTS

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

2. CONTRACT TIME TO COMPLETION OF THIS PROJECT **365** CALENDAR DAYS FOR FINAL COMPLETION

NAME OF BIDDER _____
(type or printed firm, corporation, business or individual)

CONTRACTOR'S LICENSE NUMBER

(Copy of License Attached)

State Certification Number

Individual's Name (Print or Type)

Polk County Registration Number

Individual's Name (Print or Type)

Polk County Business Receipt Tax
(Business License)

Company Name (Print or Type)

ADDENDUM RECEIPT

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

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Addendum No. _____

Date _____

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date _____
(Bid Receiving Date)

BIDDER: _____

BY: _____
(Authorized Signature – in ink)

(Printed Name of Signer)

(Printed Title of Signer)

Address

City

State

Zip
Code

Telephone Number

Email Address _____

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART D – EXHIBITS

EXHIBIT I: BID BOND

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

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of _____

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 Payment Bond and a Performance 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.

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

EXHIBIT II: PERFORMANCE BOND

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

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

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

OBLIGEE NAME: (if _____
contracting entity is different
from the owner, the contracting
public entity)

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: \$ _____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION OF PROJECT: Furnish all labor, materials, supervision, and equipment necessary for the construction of a 140,000-gallon ground storage tank, dual-pump high service pump station, a new electrical equipment building, and other work in accordance with plan sheets and project manual outlined in the bid documents.

PROJECT LOCATION: The project is located at the Babson Park Water Production Facility #1 (WPF 1) owned and operated by PCU and located at 260 ½ Libby Road, Babson Park, Florida. The nearest major intersection to the project site is US Hwy 17 (N Scenic Hwy) east side of Crooked Lake near Webber International University

EXHIBIT II (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars (\$_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for performance of all operations required for the construction of a 140,000-gallon ground storage tank, dual-pump high service pump station, a new electrical equipment building, and other work in accordance with plan sheets and project manual in the manner proscribed in the Purchase Order; and
2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and
3. Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and
4. Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

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

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

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

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the

Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

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

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

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

ATTEST: _____ PRINCIPAL: _____

BY: _____ (SEAL)

Witness: _____ Authorized Signature (Principal)

Printed Name: _____

Witness: _____ Title of Person Signing Above: _____

ATTEST: _____ SURETY: _____

Printed Name: _____

Witness: _____ Attorney in Fact

_____ (SEAL)

Witness: _____ Printed Name _____

Business Address _____

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

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of

Florida. Attach a certified copy of Power-of-Authority appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT III: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____

(Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of _____ Dollars (\$_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for;

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

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

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

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

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

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

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

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

ATTEST: _____ PRINCIPAL: _____

Witness _____ BY: _____ (SEAL)
Authorized Signature (Principal)

Witness _____ Printed Name _____

Title of Person Signing Above

ATTEST: _____ SURETY: _____
Printed Name

Witness _____ Attorney in Fact

Witness _____ _____ (SEAL)
Printed Name

Business Address

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

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

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

SS

County of _____)

_____, being first duly sworn, deposes and says that:

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

STATE OF _____

COUNTY OF _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of _____)
County of _____) SS

_____, being first duly sworn, deposes and says that:

1. They are _____ of _____, 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 _____ the Contractor for certain work in connection with Bid: 24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station.
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.

STATE OF _____

COUNTY OF _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK

Bid # 24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station

By signing below, the bidder:

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

Bidder must sign and have notarized:

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

Dated this _____ day of _____, 20__

Name of Firm _____

By _____

Title of Person Signing

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT VI-A: SUBCONTRACTOR LIST

This Exhibit is in an Excel spreadsheet format and available on the FTP site. If you need assistance accessing FTP site due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

To receive a copy of the **Exhibit VI-A, Subcontractor List**, 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 24-476 Babson Park WPF No 1 GSR and HSPS.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 Ari Goldstein at arigoldstein@polk-county.net.

EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION

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

<u>Division of Work</u>	<u>Results of Good Faith Effort</u>
1. _____ _____ _____ _____	_____ _____ _____ _____
2. _____ _____ _____ _____	_____ _____ _____ _____
3. _____ _____ _____ _____	_____ _____ _____ _____
4. _____ _____ _____ _____	_____ _____ _____ _____
5. _____ _____ _____ _____	_____ _____ _____ _____

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

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

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

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

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

Contractor's Name: _____

Address: _____

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

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

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

Printed Name

Title

Signature

Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

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

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

Bidders Signature

Date

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Bidder must sign and have notarized:

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

Dated this _____ Day of _____ 20__

Name of Firm: _____

By: _____
Title of Person Signing

This foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT XI: APPLICATION FOR PAYMENT

This Exhibit is in an Excel spreadsheet format and available on the FTP site. If you need assistance accessing FTP site due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

To receive a copy of the **Exhibit XI, Application for Payment**, 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 24-476 Babson Park WPF No 1 GSR and HSPS.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 Ari Goldstein at arigoldstein@polk-county.net.

EXHIBIT XII: CONTRACTOR CERTIFICATION OF DISBURSEMENT

PROJECT: Babson Park WPF No,1
Ground Storage Tank and High Service
Pump Station

DATE: _____
 CONTRACT NO. _____
 PROGRESS PAYMENT NUMBER: _____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by Polk County, a political subdivision of the State of Florida (County), for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:

The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

Subcontractor or Supplier Name

Subcontractor or Supplier Name

Street Address

Street Address

City, State and Zip

City, State and Zip

State of _____
 County of: _____

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.

Sworn to and subscribed before me by means of ___ physical presence or ___ on line notarization, this _____ day of _____ of _____ by _____

(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.

EXHIBIT XIII: CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station County's Project No.: 6816018

Contractor No.: _____ Contract Date: _____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of Polk County, a political subdivision of the State of Florida (County), Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on _____. This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents. The warranty period shall begin on the date as established herein.

A list of items to be completed and corrected is attached hereto for final completion of Contract requirements. This list may not be all-inclusive; and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items on the list shall be completed or corrected by the Contractor within _____ calendar days of the above date of substantial completion.

This Certificate does not constitute an acceptance of the Work that has not been completed in accordance with the Contract Documents; nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents. Signatories agree the project is substantially complete as of the date established herein and that the project can and will function as intended and that the attached list represents deficient items requiring correction/completion prior to final completion and that this list may be amended by the Professional or County to add any other items to bring the Work in compliance with the Contract Documents. If the list is amended a reasonable time shall be given to complete the items added.

Contractor: _____
(Type Company Name)

By: _____
(Authorized Signature)

(Typed Name & Title)

Date: _____

Professional: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XIV: CERTIFICATE OF FINAL COMPLETION

Project: Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station County's Project No.: 6816018

Contract No.: _____ Contract Date: _____

Notice to Proceed Date: _____ Substantial Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on _____. This Certificate of Final Completion applies to all Work under the Contract Documents.

All punch list items have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Contractor retains responsibility and obligation to the County for Warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Contractor: _____
(Type Company Name)

By: _____
(Authorized Signature)

(Typed Name & Title)

Date: _____

Professional: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XV: MATERIALS AND EQUIPMENT STORED ON-SITE

Contractor's Estimate No. _____ Project _____

Period _____ to _____ Page _____ of _____

Prepared (signed & typed name) _____

Item No.	Item Description	Invoice Value Last Period	Invoice Value For Material Installed (-)	Invoice Value For Material Delivered (+)	Invoice Value This Period
TOTAL:					

EXHIBIT XVI: ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT:

AAR NO.:
CONTRACT NO.:

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

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

Date: _____

COUNTY DIVISION DIRECTOR

Date: _____

ARCHITECT/ENGINEER

Date: _____

COUNTY MANAGER or designee

Date: _____

AAR's over \$50,000.00 require County Manager or designee approval
AAR's over \$50,000.00 but less than \$100,000.00 require County Manager approval
AAR's over \$100,000.00 require Board approval

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

CHAIRMAN

Date: _____

EXHIBIT XVII: CHANGE ORDER

Project: _____ **Contract No.:** _____ **Change Order No:** _____

Polk County, a political subdivision of the State of Florida

Contractor: _____

Architect/Engineer: _____

Description of Change Order:

Contract is changed as follows:

Architect/Engineer: _____ (Signature) Date: _____

Original Contract Sum: _____ \$

Net change by previously authorized Change Order _____ \$

Contract Sum prior to this Change Order _____ \$

Contract Sum will be increased/decreased by this Chang Order in the amount of \$ _____

New Contract Sum including this Change Order will be _____ \$

Contract Time will be increased by _____ days.

Date of Substantial Completion as of the date of this Change Order therefore is _____.

The above changes are accepted by:

Contractor: _____ Date: _____

You are hereby authorized to make the changes noted above:

Division Director: _____ Date: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

County Manager/Designee Date

(Change order increases require Board approval)

Attest: STACY M. BUTTERFIELD, CLERK

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
_____, Chairman
Board of County Commissioners

Date Signed by Chairman: _____

EXHIBT XVIII: CERTIFICATE OF COMPLIANCE

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

Bid # 24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station

Contractor

Signature

Printed Name of Signer

Date

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT XX: STATEMENT OF NO BID

If submitting a "NO BID", Bidder shall return this form to Polk County, a political subdivision of the State of Florida, Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: 24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station for the following reasons:

- _____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).
 - _____ Insufficient time to respond to invitation for bid.
 - _____ We do not offer this product or service.
 - _____ Our schedule would not permit us to perform.
 - _____ Unable to meet specifications.
 - _____ Unable to meet bond or insurance requirements.
 - _____ Specifications unclear (please explain below).
 - _____ Other (please specify). _____
- _____

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

Typed Name and Title

Signature

Company

Address

Telephone Number

Date

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM

Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid: 24-476

PROJECT NAME: Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station

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

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

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

ATTEST: _____

a _____

By: _____ By: _____

PRINTED NAME: _____ PRINTED NAME: _____

Its: _____ Its: _____

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

(Florida Statutes, Section 448.095)

PROJECT NAME: Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station

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

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20__.

ATTEST:

CONTRACTOR:

By: _____ By: _____

PRINTED NAME: _____ PRINTED NAME: _____

Its: _____ Its: _____

**EXHIBIT XXIII: 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: _____

COMPANY NAME: _____

DATE: _____

EXHIBIT XXIV: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned _____ certifies, to the best of his or her knowledge, that: (Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

PART E –CONTRACT

This Contract is entered into as of the Effective Date (defined as the date approved by the Board and executed by the Chairman) between Polk County, a political subdivision of the State of Florida, hereinafter known as the “County”, and _____ their 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 their 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 #:24-476, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station.

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 hereby attached hereto.

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

Occupancy within 335 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial Occupancy has been reached. The County and the Contractor agree the balance of all Work to be performed after execution of the Certificate of Substantial Completion shall be complete within 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 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 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: _____
W.C. BRASWELL, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

County Attorney's Office

Date

ATTEST:

CONTRACTOR: _____

Corporate Secretary

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 _____

PART F – TECHNICAL SPECIFICATIONS AND DRAWINGS

Documents incorporated by reference in Supplementary Conditions on page ___:

Technical Specifications, Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station, prepared by Hazen and Sawyer, P.C., dated April 2024 (Attachment “A”).

To receive a copy of the **Attachment “A” Technical Specifications and Attachment “B” 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 24-476 Babson Park WPF No 1 GSR and HSPS.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 Ari Goldstein at arigoldstein@polk-county.net.

SCHEDULE OF BID ITEMS
Polk County Utilities, Polk County Florida
Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station
Bid Number: 24-476

Bid Item	Description	Estimated Quantity	Unit of Measure	Total Price (in Words)	Total Price
1	Construction of the new Ground Storage Tank and High Service Pump Station Improvements at Babson Park WPF No. 1	1	LS		
2A	Electrical Contingency	1	LS	Forty Thousand and 00/100	\$ 70,000.00
2B	I&C Contingency	1	LS	Forty Thousand and 00/100	\$ 70,000.00
2C	Site/Civil, Mechanical, and Structural Contingency	1	LS	Thirty Thousand and 00/100	\$ 60,000.00
TOTAL BASE BID (Basis of Award)					\$ 200,000.00

Percentage of bid amount that represents Contractor's profit

CONTRACTOR NAME

SCHEDULE OF BID ITEMS
Polk County Utilities, Polk County Florida
Babson Park WPF No. 1 Ground Storage Tank and High Service Pump Station
Bid Number: 24-476

ADDENDUM 1 REVISED BID SHEET

Bid Item	Description	Estimated Quantity	Unit of Measure	Total Price (in Words)	Total Price
1	Construction of the new Ground Storage Tank and High Service Pump Station Improvements at Babson Park WPF No. 1	1	LS		
2A	Electrical Contingency	1	LS	Seventy Thousand and 00/100	\$ 70,000.00
2B	I&C Contingency	1	LS	Seventy Thousand and 00/100	\$ 70,000.00
2C	Site/Civil, Mechanical, and Structural Contingency	1	LS	Sixty Thousand and 00/100	\$ 60,000.00
TOTAL BASE BID (Basis of Award)					\$ 200,000.00

Percentage of bid amount that represents Contractor's profit	
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CONTRACTOR NAME

July 8, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM #1
BID 24-476, BABSON PARK WPF NO. 1 GROUND STORAGE TANK AND
HIGH PUMP STATION**

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

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

The Bid Receiving Date has been extended two (2) weeks. The revised Bid Receiving Date is Wednesday, July 31, 2024, prior to 2:00 p.m.

A non-mandatory site visit to the Babson Park Water Production Facility is scheduled on Wednesday, July 17, 2024, from 10:00 a.m. to 11:00 a.m. Only those vendors that attended the mandatory pre-bid meeting on June 20, 2024, are eligible to bid.

To receive a copy of **Bid 24-476 Addendum 1 Revised Bid Sheet, Exhibit VI-A, and Exhibit XI**, 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 24-476 Babson Park WPF No 1 GSR and HSPS.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, excel exhibits, and revised bid sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Ari Goldstein

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

Signature _____

Printed Name: _____

Title: _____

Company: _____

BID 24-476, BABSON PARK WPF NO. 1 GROUND STORAGE TANK AND HIGH PUMP STATION

Addendum # 1

REVISIONS

1: **DELETE IN ITS ENTIRETY**: Bid 24-476 Bid Sheet

REPLACE WITH: Bid 24-476 Addendum 1 Revised Bid Sheet

2: **DELETE IN ITS ENTIRETY**: Attachment A, Technical Specifications, Section 01 20 00, Measurement and Payment

REPLACE WITH: Addendum 1 Revised Section 01 20 00 Measurement and Payment

QUESTIONS AND ANSWERS

Question 1: Is there an engineer's estimate for this project?

Answer 1: The construction cost estimate is \$3,610,000.00.

Question 2: The following a requested change to the design: (46 33 45 – Peristaltic Hose Metering Pumps) – Odyssey has been working with water department personnel over the past year evaluating various peristaltic feed pumps. Polk County has recently standardized on the Rotho peristaltic feed pumps and not the Netzsch pump as specified in 2.01B for the water production facilities. We have already installed over six of these Rotho pumps to date. Based on the pump performance characteristics contained in 1.02C, the appropriate model would be the Rotho S-5 peristaltic feed pump with a 46 to 1 gearbox and rated for 10.5 gph@100 rpm. The connection material for the Rotho pump is titanium and not PVDF (1.02C). No other changes to the Specification are necessary.

Answer 2: : Rotho pumps are an acceptable alternate.

Question 3: The following a requested change to the design: (Drawing C-101 / M-301) – The drawings show three chemical handholes or 3' x 3' x 5' precast vaults for the chemical injection lines to pass through. Because of the short runs (less than 60'), these vaults are not necessary to pull the carrier tubing as it can easily be pulled through the 3" Schedule 80 PVC containment pipes on either end. To save \$30,000, eliminate trip hazards and minimize the potential for a chemical spill, we request they be eliminated. We have not used these on any other Polk County installations as they are not necessary.

Answer 3: The removal of the chemical handholes is acceptable. If this is the proposed approach, provide sweep elbows, end caps, and seals on the carrier pipe riser similar to that used at other Polk County Facilities.

Question 4: Under the Good Faith Effort documentation, what is the percentage of minority vendors that we must subcontract with as part of this project?

Answer 4: While there is no required percentage, the County does require a good faith effort be made to secure the services of minority owned businesses. Please refer to Sections 20.0, "Requirements to list Subcontractors" and 21.0, "Women/Minority Business Enterprise Outreach (W/MBE's)" located on page 18 of the bid package.

Question 5: Does the funding for the project include Davis Bacon Wages? I did not find a copy of the wage rates, but maybe the dollar value allows that requirement to be opted out.

Answer 5: Davis Bacon does not apply to this project.

Question 6: On the backwash drain line, you call it Schedule 80, are we supposed to follow the grade lines out at the site? There is no slope or elevations for the drain lines. It is a downhill run, but there are no specific relations that we need to follow.

Answer 6: The existing 6" PVC backwash drain line is to be re-routed and extended down to the new storm water pond as shown on C-101 with a minimum cover of 36". The word "blowoff" in the callout in the lower right of the drawing should be "backwash".

Question 7: In the generator and electrical areas, the plans call for putting up a retaining wall, but there is no 24 by 48 by whatever. Are we supposed to just scale? I was unable to find any details for the retaining wall.

Answer 7: Retaining wall detail for the electrical building is Detail 1 on sheet S-300 as called out on C-101. The retaining wall detail for the generator area is Detail 2 on sheet S-300 as called out on C-101.

Question 8: The wall around the electrical building is start up at 158 and end up at 151, do you want us to excavate down and make the wall 8.5 feet tall all the way for the full length of the wall?

Answer 8: Detail 1 on sheet S-300 is for the northwest side of the building. On the northeast and southwest sides as grade increases, the wall and footer can decrease either as a sloped or step footer. The same can be applied to the retaining wall at the generator area.

Question 9: On the drawings, in the generator area, you show a concrete slab for the generator and another slab that I assume is for future use and not being built on now?

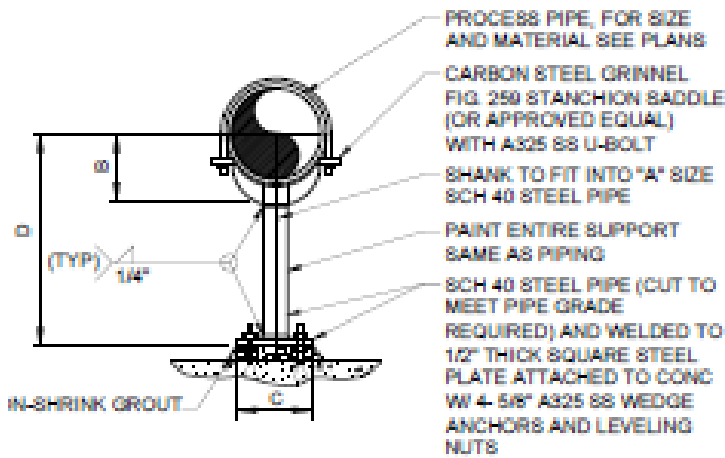
Answer 9: One concrete slab is for the generator and the other concrete slab is for the fuel tank. See E-101.

Question 10: There is currently about a 2-year lead time when ordering generators, but the contract calls for the project to be completed in 365 days. How will the County work with the contractor on this?

Answer 10: The County has options on how to handle this situation and will work with the awarded contractor to make sure that this project is completed given the time the time needed for specific equipment and materials to be delivered. For example, the County may issue a conditional notice to proceed for the purchase of long lead items such as the generators or work with the contractor to complete the other parts of the construction and complete the generator installation once the items have been delivered. The County has worked with contractors on other projects by issuing partial substantial completions on everything else but the equipment that took a while to be delivered.

Question 11: Where the County is putting in the new flow meter, we have an aerial view looking down on the piping, but we have no elevation drawings to show the pipe support that is being used. Could you provide additional information on the pipe support?

Answer 11: There are two new flow meters being installed for this project. One is located on the discharge of the existing well pump and is located southwest of the well pump building. The second flow meter is located on the discharge of the new high service pump station on the northeast side of the plant. Both are shown on C-101. The meter for the high service pump discharge is detailed on M-102. Pipe supports are generally depicted on M-102 but no details were provided. The Contractor is to follow requirements of Section 40 05 07 to provide fabricated supports similar to detail below.



PIPE SIZE	A	B	C	D	
				MIN.	MAX.
4	3	4 3/16	9	8	50
5	3	4 3/16	9	8	50
6	3	5 7/16	9	8	50
8	3	6 15/16	9	8	50
10	3	8 7/16	9	10	50
12	3	9 15/16	9	12	50
14	3	10 1/2	9	13	50
16	3	11 1/2	9	14	50
18	4	13 1/2	9	16	55
20	4	14 1/2	9	17	55
24	4	17 1/2	9	20	55

(DIMENSIONS IN INCHES)

NOTES:

1. PROVIDE INSULATION PROTECTION SHIELD, SIMILAR TO GRINNEL FIG. 167, WHEN PIPING IS INSULATED.
2. PROVIDE 1/4" NEOPRENE ISOLATION PAD BETWEEN THE SADDLE AND THE PIPE BARREL WHEN PIPING IS ISOLATED OR SUPPORT IS ADJACENT TO MECHANICAL EQUIPMENT.
3. FOR BASE, HEIGHT AND FLANGE DIMENSIONS, SEE TABLE ABOVE.
4. HOT - DIP GALVANIZE ENTIRE SUPPORT AFTER FABRICATION. LEVEL AND ADJUST HEIGHT THROUGH USE OF LEVELING NUTS.

ADJUSTABLE SADDLE WITH STRAPS

Question 12: Who is responsible for designing the irrigation that is part of this project?

Answer 12: The Contractor is to utilize an irrigation contractor to design and install the irrigation system.

Question 13: Where is the water source where we will be connecting the irrigation?

Answer 13: Irrigation can be tied into the pump discharge on the high service pump discharge header prior to the discharge flow meter bypass.

Question 14: On the EIFS you have on the buildings, will the contractor need to remove all the EIFS on the outside of the building?

Answer 14: There is currently no EIFS on the existing building.

Question 15: For the lines coming into the storage tank, you show no valves near the tank. This is unusual for Polk County since I've seen valves near the tank on most past projects. So for the resource line, it will have to go all the way back to the high surface pump station to isolate it?

Answer 15: Sheet C-101 calls for 8" GV's on the inlet, outlet, and drain lines, all near the tank. The one on the drain line isn't called out but is shown. All three valves are required.

Question 16: On the pump station, you show concrete pipe supports on the structural and show other pipe supports in one of the cuts, but it does not show where the County wants the pipe support. I would assume you want more than the 2 supports shown in the drawings. Please clarify.

Answer 16: Similar to Question and Answer 11 above, pipe supports are not all shown on Drawings. Follow requirements of Section 40 05 07, Pipe Supports.

Question 17: The gutters and downspouts called for in the specifications on the new electrical building, you do not show anything on the drawings. Please clarify where you want them.

Answer 17: Provide gutters on the low side of the roof (northeast and southwest sides as indicated on A-104) with downspouts on the northeast and northwest corners. Provide 2" PVC weep holes in retaining wall directly opposite the downspout discharges.

Question 18: In the electrical building, you show an A/C system but you also call for fixed vents. Please clarify.

Answer 18: "Vents" depicted on A-104 are there to indicate the precast building manufacturer will need to provide openings in the building for the dual A/C units that are to be supplied by the building manufacturer as required in Section 03 45 15. The building is to be air conditioned, not ventilated. Fixed vents are not required.

Question 19: On the HVAC specifications, it shows a 480 volt A/C, but the drawings show a 208 volt A/C. Please clarify,

Answer 19: Electrical building A/C system is to be supplied by the manufacturer. The unit shall be 208V A/C fed from LP-1 as listed on E-302. Change "480V" to "208V" in Section 03 45 15 paragraph 2.02 A.2.a.

Question 20: The Excel Schedule of Bid Items has word amounts and total price amounts for the 3 contingency lines, but they are in conflict.

Answer 20: Please refer to Revision 1 above for the Addendum 1 Revised Bid Sheet.

Question 21: On drawing D-101 note 3 says to remove the analyzer. Is there a new analyzer install somewhere? How long can the analyzer be out of service? I-103 indicates it staying.

Answer 21: A new sample tap on the discharge of the high service pump is to go to the existing online analyzer as shown on drawing C-101. The existing chlorine analyzer is located in the well pump building. The existing analyzer is to be relocated after the demo is completed. Coordinate with County for acceptable downtime.

Question 22: On drawing D-101 we remove the existing chlorine dosing pumps. Are there dimension limits for the new chemical pump skid to be able to fit in the room if the intent is for the new pumps to go in the same room. How long can the old chemical pumps be out of service before the new skid is installed and functioning?

Answer 22: Isometric view of new chlorine dosing system is shown on drawing M-103 and is manufactured by SAF-T-FLO Industries. Notes 2 on this sheet specifies dimensions are in inches and shown for reference only. Notes 4 states the skid and control panel are to be installed in the existing chemical pump room after removal of the existing system. Contractor is to submit proposed layout of skid, control panel, and interface piping with the storage tank and discharge injection points. Coordinate with County for acceptable downtime.

Question 23: Regarding the proposed diesel tank, noted on E-101, and seen on the C drawings, please provide additional information. The generator spec seems to suggest a base tank, but also has a reference to a spec section 23-13-01 Fuel System. Please provide the section, or details on the size of the tank and if it has any piping to connect it to the generator. Also please advise if the concrete pad size is the same dimensions as the generator pad shown on S-100 14' x 6'.

Answer 23: A specification for the diesel fuel tank will be provided in Addendum 2

Question 24: Drawing C-100 shows, what appears like sidewalk around the ground storage tank. Drawing M-101 indicates this to be a tank footer. If this is not part of the scope of work designed and provided by the tank suppliers, then please provide additional details and dimensions.

Answer 24: There is no sidewalk around the perimeter of the tank. That is the clear, level working space around the tank for construction. Tank foundation is to be designed by the tank supplier. Geotechnical report included in Appendix A of the Technical Specifications.

Question 25: Retaining walls: Using drawing C-101 for reference. How much space is needed between the electrical room and the retaining wall also allowing room for the air compressor, and grounding? The drop from the wall at the highest location as indicated on S-300 is 6 feet. Should handrail be included (C-102 notes handrail), or the slope on the low side built up? How much clearance space is needed to be able to calculate the dimensions of the retaining wall around the generator and fuel tank? The scaling of the generator pad is smaller than the dimensions on S-100. If the pad size increases, or the generator hangs past the pad can the retained area extend into the landscape barrier?

Answer 25: Provide 3 feet of clear space between retaining walls and electrical building, generator, and fuel tank. Provide aluminum handrail on top of retaining wall where wall is more than 12" of drop.

Question 26: Noting the existing photo on A-102, can the existing boxes be removed before the new junction boxes seen on E-102 are installed? It appears the EIFS insulation may also need to be coordinated in timing of activities.

Answer 26: Operations are not to be disrupted without approval from owner. New junction boxes are to be installed prior to disconnecting and removing the existing junction boxes.

Question 27: The new storage tank doesn't have any lighting for the area. Should this be considered?

Answer 27: Provide a light fixture at the top of the stairs and bottom of the stairs. Fixture at top of the stair shall be an LED fixture, Lithonia DSXO, or equal, on a 12'x4' dark bronze pole mounted to the stair landing exterior corner at the top of the tank. Fixture at bottom of stairs shall be an LED fixture, Lithonia WDGE3, or equal, mounted to tank wall 10 feet above grade over landing at bottom of stairs. Both lights to be manually operated by a light switch mounted to the tank wall at the bottom of the stairs below that light fixture.

Question 28: The Utility power lines are single phase on Libby Rd and to the site. Will the utility upgrade to 480v 3ph and will they bring to the site or will we need to consider running conduit underground from the new meter to pole at road? The existing single phase runs on the west side of the property with three poles aerial.

Answer 28: Contractor shall coordinate with electric company to provide 480V service to the site. Charges by electric company shall be reimbursable to the Contractor in accordance with the General Conditions.

Question 29: The one line doesn't show a Service Main for shut off and the ATS is shown inside the electrical rm. Also verify power is 480V 3P 4W for MCC, ATS, GEN. E101, E301, E-103.

Answer 29: The ATS shall be service entrance rated. The ATS shall be delayed transition, not open transition with a neutral position selection provided. Power distribution shall be 480V as shown on one-line.

Question 30: The manhole details mention in accordance with section 33-71-19. This spec # isn't provided. E-304.

Answer 30: Delete last sentence of Note 2 in Detail E-33-0102 on E-304.

Question 31: I have a couple of vendors that need a better idea for the work inside the building. Do you think we can set up a site visit for them?

Answer 31: A non-mandatory site visit has been scheduled for Wednesday, July 17, 2024, from 10:00 a.m. – 11:00 a.m. No questions will be answered during the site visit that will be made part of this bid. Questions that may arise from the site visit must be emailed to Ari Goldstein, Senior Procurement Analyst, at arigoldstein@polk-county.net.

Question 32: On drawing M-101 there appears to be a sidewalk around the storage tank. On the same drawing there appears to be a “wider” sidewalk under the stairway. Please provide details for the two sidewalks.

Answer 32: See answer to Question 24 above.

Question 33: Drawing M-101 shows a stairway about halfway around the ground storage tank. There are no details as how to build this stairway. Are the stairway and landings supported off the tank wall or off the concrete slab on grade?

Answer 33: Stairway is to be designed, supplied, and installed by the tank supplier per Section 33 16 23 2.05 A.2. for a glass-steel tank and Section 33 16 32 2.09 A.2. for a concrete tank.

Question 34: Bid #24-476 mentions “Excel Exhibits” and “Exhibit VI-A, Subcontractor List”, that should be included in the bid downloads. Following the steps to download the attachments from <https://ftp3.polk-county.net>, it appears that these attachments were not included. Could you please assist in accessing these exhibits?

Answer 34: Both Exhibit VI-A, Subcontractors List, and Exhibit XI, Application for Payment, have been added to the ZIP file that is on the FTP site. Directions on how to download the ZIP file to access the exhibits can be found on page 1 of this addendum.

July 18, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM #2
BID 24-476, BABSON PARK WPF NO. 1 GROUND STORAGE TANK AND
HIGH PUMP STATION**

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

Contained within this addendum: Additions, Revisions, Questions and answers received.

To obtain a copy of the **Bid 24-476, Technical Specifications: Section 22 10 13 - Facility Fuel Piping, Section 26 24 19 - Low Voltage Motor Control Centers, Section 26 36 23 - Automatic Transfer Switches, Section 33 56 00 - Fuel Storage Tank, and Section 33 71 19 - Underground Electrical**, 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 24-476 Babson Park WPF No 1 GSR and HSPS.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, and bid sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Ari Goldstein

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

Signature _____

Printed Name: _____

Title: _____

Company: _____

BID 24-476, BABSON PARK WPF NO. 1 GROUND STORAGE TANK AND HIGH PUMP STATION

Addendum # 2

ADDITIONS

The following sections have been added to the Technical Specifications for this project:

- **Section 22 10 13 - Facility Fuel Piping**
- **Section 26 24 19 - Low Voltage Motor Control Centers**
- **Section 26 36 23 - Automatic Transfer Switches**
- **Section 33 56 00 - Fuel Storage Tank**
- **Section 33 71 19 - Underground Electrical**

REVISIONS

1. Sheet E-101 shows junction boxes (JB-1, JB-2, and JB-3) in the wall of the new electrical building. If space is available, JB's can be mounted on the inside of the building with conduits stubbing up through the slab and up into the JB. At electrician's option, conduits can stub up directly into the destination equipment rather than go through a JB, allowing JB's to be eliminated.
2. As indicated in responses to questions, hand holes can be used in place of manholes shown on E-101. In addition, at electrician's option, if fittings can be used or routes adjusted such that hand holes can be eliminated, this is also acceptable.
3. Building plan on E-103 shows the emergency light / exit light fixture XW1 on the exterior and wall mount fixture W1 on the interior. Reverse this. XW1 is to be on the interior and the W1 on the exterior.
4. Light fixture schedule requires some updates as noted below. Fixtures W2 are to be mounted on the center of the long walls each side and these replace the AE1 fixture. Building supplier is to provide three A1 fixtures in lieu of one A1 and one AE1. Note that tank light fixtures note in Addendum 1, Question and Answer 27, are not included in this update:

Fixture Type	Lamp/Fixture Wattage	Description	Basis of Design Mfr. and Model
A1	24W (max)	Ceiling-mounted, 120-277VAC, LED light fixture, color temperature of 3000K, 90 CRI, lineal ribbed frosted acrylic lens, medium distribution, gasketed fiberglass housing, stainless steel latches, 4ft, 4000 lumen minimum, and wet location Listed.	Holophane EMS LED Series, or Engineer approved equal.
B1	58W (max)	Pole-mounted, 120-277VAC, LED light fixture, color temperature of 3000K, 90 CRI, prismatic borosilicate glass lens, medium distribution with uplight, corrosion-resistant gray die-cast aluminum housing, 8,000 lumens minimum, integral photocell, and wet location listed.	Holophane Petrolux PXLW Series, or Engineer approved equal
W1	47W (max)	Wall-mounted, 120-277VAC, full-cutoff LED light fixture, color temperature of 3000K, IESNA Type 2 Medium distribution, gray A360-cast aluminum housing, 5200 lumen minimum, integral photocell, integral battery backup with 90 minutes illumination time, and wet location Listed.	Holophane HLWPC2 Series, or Engineer approved equal
W2	2-3.3W (heads) 7W (battery)	Wall-mounted emergency fixture, LED heads, 120-277 VAC with sealed nickel cadmium battery. Impact resistant, white molded thermoplastic housing. Surge and brownout protection, low voltage battery cutoff, and self-diagnostics. Battery shall be sized to support the fixture and all remote heads as shown on Drawings.	Holophane Desoto DM30, or Engineer approved equal.
XW1	1.5W (sign)	Wall-mounted, combination red LED exit sign and two-lamp LED emergency fixture, 120-277VAC, white polycarbonate housing, single/double face as indicated on the drawings, brownout and surge protected, nickel cadmium battery with self-diagnostics. Damp location Listed.	Holophane Magellan QM LED Series, Lithonia LHQM Series, or Engineer approved equal.

QUESTIONS AND ANSWERS

Question 1: Specifications show there are to be gutters and downspouts installed but this is not shown on the plans.

Answer 1: Per Addendum 1, Question and Answer #17, “Provide gutters on the low side of the roof (northeast and southwest sides as indicated on A-104) with downspouts on the northeast and northwest corners. Provide 2” PVC weep holes in retaining wall directly opposite the downspout discharges.”

Question 2: We noticed the open vents in the building, but it has HVAC, are there dampers on the vents?

Answer 2: Per Addendum 1, Question and Answer #18, “Vents” depicted on A-104 are there to indicate the precast building manufacturer will need to provide openings in the building for the dual A/C units that are to be supplied by the building manufacturer as

required in Section 03 45 15. The building is to be air conditioned, not ventilated. Fixed vents are not required.

Question 3: HVAC specifications show it is to be 480v, but the plans show 208 single phase.

Answer 3: Per Addendum 1, Question and Answer #19, Electrical building A/C system is to be supplied by the manufacturer. The unit shall be 208V A/C fed from LP-1 as listed on E-302. Change “480V” to “208V” in Section 03 45 15 paragraph 2.02 A.2.a.

Question 4: Irrigation is shown to be installed, but there aren't any drawings or specifications.

Answer 4: Per Addendum 1, Question and Answer #12, the Contractor is to utilize an irrigation contractor to design and install the irrigation system.

The note in the upper left of Drawing, C-102 states the irrigation system is not shown and that the Contractor is to provide the irrigation system. The note on Drawing C-103 states the irrigation system is to be provided by a licensed irrigation subcontractor.

Question 5: What is the irrigation water source?

Answer 5: Per Addendum 1, Question and Answer #13, Irrigation can be tied into the pump discharge on the high service pump discharge header prior to the discharge flow meter bypass.

Question 6: The storage tank doesn't have any lighting, should this be considered?

Answer 6: Per Addendum 1, Question and Answer #27, “Provide a light fixture at the top of the stairs and bottom of the stairs. Fixture at top of the stair shall be an LED fixture, Lithonia DSXO, or equal, on a 12'x4' dark bronze pole mounted to the stair landing exterior corner at the top of the tank. Fixture at bottom of stairs shall be an LED fixture, Lithonia WDGE3, or equal, mounted to tank wall 10 feet above grade over landing at bottom of stairs. Both lights to be manually operated by a light switch mounted to the tank wall at the bottom of the stairs below that light fixture.”

Question 7: Utility lines are single phase on Libby, will there be a utility upgrade to 480 3ph?

Answer 7: Per Addendum 1, Question and Answer #28, “Contractor shall coordinate with electric company to provide 480V service to the site. Charges by electric company shall be reimbursable to the Contractor in accordance with the General Conditions.”

Question 8: Line doesn't show a service main or shut off and the ATS is shown inside the electrical room. Also, please verify the power is 480 3p 4w for MCC, ATS, and GEN.

Answer 8: Per Addendum 1, Question and Answer #29, “The ATS shall be service entrance rated. The ATS shall be delayed transition, not open transition with a neutral position selection provided. Power distribution shall be 480V as shown on one-line.”

Question 9: The manhole details mentioned under section 33-71-19. This specification isn't provided, E-304.

Answer 9: Per Addendum 1, Question and Answer #30, “Delete last sentence of Note 2 in Detail E-33-0102 on E-304.”

Question 10: Not shown is the slope for the drain line, are we to follow natural?

Answer 10: Yes. Per Addendum 1, Question and Answer #6, the existing 6” PVC backwash drain line is to be re-routed and extended down to the new storm water pond as shown on C-101 with a minimum cover of 36”. The word “blowoff” in the callout in the lower right of the drawing should be “backwash”.

Question 11: Wall lengths, generator and electrical areas don't have dimensions.

Answer 11: Per Addendum 1, Question and Answer #25, “provide 3 feet of clear space between retaining walls and electrical building, generator, and fuel tank. Provide aluminum handrail on top of retaining wall where wall is more than 12” of drop.” Length of walls will depend on dimensions of building, generator, and fuel tank.

Question 12: Remaining wall height, is it the same height all the way around?

Answer 12: Per Addendum 1, Question and Answer #8, “Detail 1 on sheet S-300 is for the northwest side of the building. On the northeast and southwest sides as grade increases, the wall and footer can decrease either as a sloped or step footer. The same can be applied to the retaining wall at the generator area.”

Question 13: The generator specifications outline a base-mounted fuel tank. Also, there is a specification (26 32 13-19 2.17) that references a bulk storage tank in another section that does not exist.

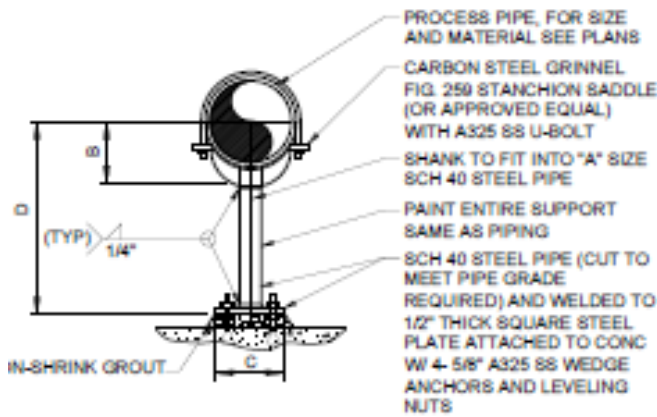
Answer 13: Delete references to base-mounted fuel tank in the generator specification 26 32 13 (page 6, paragraph 2.13, page 21). Specification for bulk fuel tank is attached to this addendum.

Question 14: The generator area shows two (2) concrete slabs. What is the intent of the second slab?

Answer 14: Per Addendum 1, Question and Answer #9, one concrete slab is for the generator and the other concrete slab is for the fuel tank. See Drawing E-101.

Question 15: Are there any elevation drawings for the Flow-meter piping, and pipe support height?

Answer 15: Per Addendum 1, Question and Answer #11, There are two new flow meters being installed for this project. One is located on the discharge of the existing well pump and is located southwest of the well pump building. The second flow meter is located on the discharge of the new high service pump station on the northeast side of the plant. Both are shown on C-101. The meter for the high service pump discharge is detailed on M-102. Pipe supports are generally depicted on M-102 but no details were provided. The Contractor is to follow requirements of Section 40 05 07 to provide fabricated supports similar to detail below.



PIPE SIZE	A	B	C	D	
				MIN.	MAX.
4	3	4 3/16	9	8	80
5	3	4 3/16	9	8	80
6	3	5 7/16	9	8	80
8	3	6 15/16	9	8	80
10	3	8 7/16	9	10	80
12	3	9 15/16	9	12	80
14	3	10 1/2	9	13	80
16	3	11 1/2	9	14	80
18	4	13 1/2	9	16	96
20	4	14 1/2	9	17	96
24	4	17 1/2	9	20	96

(DIMENSIONS IN INCHES)

NOTES:

1. PROVIDE INSULATION PROTECTION SHIELD, SIMILAR TO GRINNEL FIG. 167, WHEN PIPING IS INSULATED.
2. PROVIDE 1/4" NEOPRENE ISOLATION PAD BETWEEN THE SADDLE AND THE PIPE BARREL WHEN PIPING IS ISOLATED OR SUPPORT IS ADJACENT TO MECHANICAL EQUIPMENT.
3. FOR BASE, HEIGHT AND FLANGE DIMENSIONS, SEE TABLE ABOVE.
4. HOT - DIP GALVANIZE ENTIRE SUPPORT AFTER FABRICATION. LEVEL AND ADJUST HEIGHT THROUGH USE OF LEVELING NUTS.

ADJUSTABLE SADDLE WITH STRAPS

Height of HSP discharge flow meter depends on dimensions of pump and fittings supplied. Height of well discharge flow meter is to match centerline of existing pipe going through well house wall.

Question 16: EIFS, how do we determine the equipment/conduit to be removed or covered?

Answer 16: The notes on A-101 and A-102 calling for removal of equipment and conduit to accommodate EIFS installation to be restated as:

“EXISTING MASONRY WALL TO BE COVERED WITH 2” EIFS. FIRST REMOVE PIPING, CONDUITS, AND OTHER EQUIPMENT SCHEDULED TO BE DEMOLISHED. INSTALL EIFS UP TO AND ADJACENT TO PIPING, CONDUIT, AND EQUIPMENT THAT IS TO REMAIN. INSTALL ANY NEW PIPING, CONDUIT, AND EQUIPMENT AFTER EIFS HAS BEEN INSTALLED. COORDINATE WORK WITH OWNER AND OTHER TRADES. DO NOT DISRUPT OPERATIONS WITHOUT APPROVAL FROM OWNER AND THE ENGINEER.”

Question 17: No valve is shown outside GST on the recirculation line. The isolation is at the HSP station. Is this adequate?

Answer 17: Per Addendum 1, Question and Answer #15, Sheet C-101 calls for 8” gate valves on the inlet, outlet, and drain lines, all near the tank. The one on the drain line isn’t called out but is shown. All three valves are required.

Question 18: The HSP Station shows locations for concrete pipe supports but not any other supports.

Answer 18: Per Addendum 1, Question and Answer #16, “pipe supports are not all shown on Drawings. Follow requirements of Section 40 05 07, Pipe Supports.”

Question 19: The piping at the HSP Station does not show any elevations.

Answer 19: Centerline elevation of pump suction and discharge will be determined by the dimensions of the pumps and fittings supplied along with height of equipment pad. Equipment pad height is a minimum of 4” plus 1” of grout as detailed on S-300. Centerlines can be worked out during submittal review.

Question 20: Item 7 of the supplemental conditions-federal clauses mentions that under a federal award, the County must provide a preference for domestic goods, products, or materials. Please confirm if import pipe materials are acceptable.

Answer 20: Based on 2 CFR §200.322, the import of pipe materials is only acceptable if the cost for the materials produced or manufactured in the United States is not practical and significantly increases the cost of the project.

Question 21: Please clarify what type of valve is shown in sheet M-101 in the callout detail 2/M-101 at the ground storage tank bottom plan.

Answer 21: Gate Valve.

Question 22: Is the detail 9 on sheet M-302 to be used?

Answer 22: Detail 9 not required.

Question 23: Specification 263213 Section 2.4H: Differential CT and stator RTD's are typically provided on larger generators in a parallel application and are not typically available for this size generator, are these to be provided? Also, is alternator output independent lab testing required for this size generator set?

Answer 23: Differential CT and stator winding RTD's are not required. Alternator output independent lab testing is required.

Question 24: Specification 263213 Section 2.9A: Only a single generator is shown on the drawings but this section references paralleling controls. Please clarify if there will be another generator added to the system in a parallel application.

Answer 24: Reference to paralleling controls can be ignored.

Question 25: Specification 263213 Section 2.14: A combination power unit with transformer is typically provided in a walk in enclosure due to NEC clearance requirements but the enclosure is to be skin-tight, please clarify if this is to be provided or if a walk in enclosure is to be provided to accommodate the combination power unit.

Answer 25: A walk-in is not required therefore reference to combination power unit with transformer can be ignored.

Question 26: Specification 263213 Section 2.18: Please confirm if a radiator mounted load bank is to be provided as this adds considerable expense to the project and may require a custom walk-in enclosure to accommodate.

Answer 26: Reference to radiator mounted load bank can be ignored.

Question 27: Specification 263213 Section 2.19: The fuel tank is required to be sized for 24 hours of run time which is approximately 600 gallons. Is a fuel polishing system required on such a small tank requirement?

Answer 27: Fuel polishing system is not required. See fuel tank specification attached to this addendum.

Question 28: Specification 263213 Section 2.20: A Neutral Ground Resistor is typically required for medium voltage systems, please clarify if this is to be provided as the system voltage is 480V.

Answer 28: Reference to neutral ground resistor can be ignored.

Question 29: Specification 263213 Section 3.2B: Please confirm the field testing requirements as the specified appears to be for a much larger system where a 300kW unit would not require the amount of time specified for testing.

Answer 29: Testing requirements listed under 26 32 13 3.3 are required.

Question 30: Specification 263213 Section 3.3A3c: Rain testing as a part of field testing is typically required for UL field certification, please clarify if rain testing will be required.

Answer 30: Leakage testing as described in 26 32 13 3.3 A.3.c. is required.

Question 31: What type of pole schedule is required for the Pole Mounted 120VAC led Light Fixture?

Answer 31: Pole schedule is not required for site lighting. Site lighting poles shall be square, black, base-mounted, tapered, 10ft, black anodized aluminum. Pole foundation shall project 24 inches above finished grade using Detail E-26-0601 on E-302.

Question 32: Section 26 32 13 Engine Generators on page 26 32 13-19 call for Fuel Storage Tank. Reference Section 23 13 01 – Fuel Systems. But that section is missing from the Technical Specifications.

Answer 32: Specifications for bulk fuel tank and fuel piping system are attached to this addendum.

Question 33: Sheet S-300 detail 2 for the genset retaining wall call for top of wall 153 but per contours provided in sheet C-001 the ground elevations vary from 154 to 157. Please provide retaining wall elevations. Please provide retaining wall elevations for the Electrical Building.

Answer 33: Per Addendum 1, Question and Answer #7, retaining wall detail for the electrical building is Detail 1 on sheet S-300 as called out on C-101. The retaining wall detail for the generator area is Detail 2 on sheet S-300 as called out on C-101.

However, elevations shown on Detail 2 on S-300 are to be elevation 158.50 for top of retaining wall and elevation 157.50 for grade inside the retaining wall (similar to Detail 1 on S-300).

Question 34: Sheet C-102 call for handrails for the retaining wall for the generator but did not call handrails for the electrical building retaining wall. Please clarify if the retaining wall require handrails. Please provide a detail for the handrails located in the retaining walls.

Answer 34: Per Addendum 1, Questions and Answer #25, "Provide aluminum handrail on top of retaining wall where wall is more than 12" of drop."

Question 35: Sheet C-101 and sheet M-102 shows same pipe layout for the Recirculation Pumps but sheet E-104 shows a different pipe layout. Please clarify which is correct pipe layout.

Answer 35: Follow M-102.

Question 36: Sheet S-100 at Pump Station Pad shows concrete Cradle Pipe and Pier Pipe Supports but sheet M-102 Section C shows steel pipe supports. Please clarify which drawing is correct.

Answer 36: M-102 is the preferred type of support, but concrete cradle supports can be considered. Follow requirements of Section 40 05 07, Pipe Supports.

Question 37: Sheet C-101 call for 8" Cut-In Tee and a 8" Gate Valve, but there is a 8" TW coming from the High Service Pump Station that did not show the point of connection. Please clarify where the point of connection is.

Answer 37: The 8" cut-in tee and the 8" gate valves on the branch and NW side of tee are to be installed on the existing treated water line from the GAC system and the hydropneumatics tank to divert the treated water into the new GST and provide a bypass of the GST. The recirc line is directly under the new influent to the GST.

Question 38: Sheet C-101 shows an 8" DI to Distribution next to the retaining wall, will this pipe to be installed above the footer of the retaining wall or under?

Answer 38: The new retaining wall is to be installed to the SW of the existing distribution line pipe. Move the electric building down the page away from the pipe.

Question 39: Sheet C-101 calls for a connection to the existing 8" Water line, what is the depth of this existing pipe, since the footer of the retaining wall runs along the wall footer.

Answer 39: Depth of existing pipe is not known. See Question and Answer #38 above.

Question 40: Sheet C-101 shows an existing Valve under the footer of the retaining wall of the Electrical Room, please clarify if this valve to abandon in the open position.

Answer 40: Existing valve is to be outside the retaining wall. See response to Question and Answer #38 above.

Question 41: Section 40 61 13, Part 1.04, of the specs lists Integrated Telecommunication Systems and DCR as acceptable instrumentation and control system subcontractors. Please provide contact information for these subcontractors.

Answer 41: Revise Section 40 61 13 1.04 B. to read “Acceptable instrumentation and control system subcontractors shall be Revere Controls, Inc. (Lakeland, FL) or General Control Systems (Lakeland, FL).”

Question 42: The civil landscaping plan on drawings C-102 & C-103 state that irrigation lines are to be provided and installed by a licensed irrigation contractor. Please provide clarification on this requirement and the relevant irrigation plans.

Answer 42: Refer to Question and Answer #4 above in this addendum.

Question 43: Sheet C-103 in the Landscaping Plant List, Note 4. Call for an irrigation installation, but there is no irrigation plans neither schedule of materials. Please provide plans for pricing.

Answer 43: Refer to Question and Answer #4 above in this addendum.

Question 44: Specifications call for a radiator load bank and a neutral ground resistor, but neither are shown on the drawings nor are there any details regarding their requirements. There is also a specification for a base tank, a day tank, and a main tank but the drawings only show a freestanding tank next to the generator. Additionally, there is no specification for the freestanding tank.

There is a specification for stairs and platforms, but these would not be necessary if the generator has no base tank. Even with a base tank rated for 24 hours, the generator is not tall enough to support the need for stairs and platforms.

Can details on the load bank and the NGR be more specified?

Answer 44: NGR is not required for this generator.

Question 45: We just got an email from the fixture Rep. They have been through everything and cannot find the Pole requirements other than 25 foot tall and they also are asking if PE Stamp is required on the poles?

Answer 45: Refer to Question and Answer #31 above in this addendum.

Question 46: Sheet M-101 Details 1,2,3, shows a sidewalk at the base of the tank, How wide is the sidewalk and require reinforcement?

Answer 46: No sidewalk around tank is required. Per Addendum 1, Question and Answer #24, that is the clear, level working space around the tank for construction. However, provide 4' x 4' x 4" landing at the bottom of the stairs with reinforcing similar to walkway detail on C-300.

Question 47: Sheet M-201 call to leave the shotcrete around the tank but no sidewalk, please clarify if sidewalk will be required?

Answer 47: No sidewalk around tank is required. Per Addendum 1, Question and Answer #24, that is the clear, level working space around the tank for construction.

Question 48: What are the Specs requirements for the camera poles located on E drawing E-101? It says on the notes to ask for the specs.

Answer 48: Refer to Question and Answer #31 above in this addendum.

Question 49: Drawing E-301 appears to be N3R enclosure, can you confirm that is correct as there isn't an ATS section in the specification?

Answer 49: ATS is located within a climate controlled Electrical Building and can be provided with a NEMA 1 (gasketed) enclosure. See ATS specification attached to this Addendum #2.

Question 50: Drawing E-301 does not show radiator mounted load bank but in specifications there is a requirement for it to be provided? (mentioned below as well)

Answer 50: Radiator mounted load bank not required.

Question 51: 26 32 13 1.10 PREVENTATIVE MAINTENANCE AGREEMENT C. States, "to complete the suggested preventive maintenance as defined in the manufacturer's Operation and Maintenance Manual"...Does this include annual load testing?

Answer 51: Preventative maintenance agreement does not need to include annual load testing.

Question 52: 26 32 13 1.9 C. Batteries are not covered with a 2-yr replacement warranty from the manufacturer. Should we take exception to this or cover the cost of additional batteries in our proposal?

Answer 52: A warranty on the batteries is required. Do not provide additional batteries. Battery warranty may be a pro-rated type similar to typical vehicle battery warranties.

Question 53: 26 32 13 2.4 H. Is differential protection required as it is not included on a unit of this size from the manufacturer?

Answer 53: Differential protection is not required.

Question 54: 26 32 13 2.4 I. Specifications call out RTD's and I wanted to see if this is needed as part of this spec for this size unit. Also, it calls out the need for RTD's for Section 26 13 13 - Medium Voltage Switchgear, which is not in these specifications or the table of contents.

Answer 54: Stator winding RTD's are not required.

Question 55: 26 32 13 2.14 GENERATOR ENCLOSURE - What is the wind rating required for this project?

Answer 55: Wind load to meet Florida Building Code for Risk Category III, Wind Exposure C as specified for building and tank = basic design wind speed of 146 mph.

Question 56: 26 32 13 2.14 GENERATOR ENCLOSURE 1. Is the mini power zone required if we are able to provide a 240V single phase panel in our generator enclosure for our ancillary devices given that drawing E-301 shows 240V available for shore power?

Answer 56: Mini power zone not required. Provide load center within generator enclosure for shore power.

Question 57: 26 32 13 2.14 GENERATOR ENCLOSURE - Aluminum stairs and handrail are called out, but if we use a factory tank and enclosure, we will be under the requirement for reach for the circuit breaker. In that event, can we take exception to the stair requirement?

Answer 57: Yes.

Question 58: 26 32 13 2.12 AUTOMATIC TRANSFER SWITCH - references section 26 36 23 - but that section is not included in the specifications or table of contents.

Answer 58: See ATS specification attached to this addendum.

Question 59: 26 32 13 2.16 DAY TANK - Is the day tank required? It references a need for a "bulk storage tank" in section "23 13 01" but that section is not in the specifications or table of contents. It is our intent to provide a factory tank and enclosure able to accommodate 24-hr run time at 100% load.

Answer 59: Day tank is not required.

Question 60: 26 32 13 2.18 RADIATOR MOUNTED LOAD BANK - Is this required with the annual maintenance to cover load test? In our factory standard offering, there will not be enough clearance to install a rad mounted Loadbank inside the enclosure. Can you please advise?

Answer 60: Radiator mounted load bank is not required.

Question 61: 26 32 13 2.19 FUEL POLISHING SYSTEM - Is this required or with the possible removal of the bulk storage tank from the specifications, is this no longer needed?

Answer 61: Fuel polishing system is not required.

Question 62: 26 32 13 2.20 NEUTRAL GROUNDING RESISTOR - specifications reference NGR, but is the required for a unit of this size (300kW)? If so, can you provide electrical drawings as well as specifications for the NGR?

Answer 62: Neutral grounding resistor is not required.

Question 63: 26 32 13 FIELD TEST - 3. E. Can you confirm that after the specified 8-hr load test on-site, the following test is called out to run of facility loads for 4 hours. Is this concurrent to the load test, or is this on a separate day/trip?

Answer 63: The 8-hr field tests are done utilizing a load bank and can be performed any time after the generator has been installed. The facility load test is typically done on a separate day after the new loads have been installed, tested, and online.

Question 64: Please provide details for the Generator Power Monitor (unless it is integral to the generator)?

Answer 64: Separate generator power monitor is not required.

Question 65: Since the location of the utility transformer pole is unknow, can you provide a distance from MH-1 that can be used for bidding purposes?

Answer 65: Per Addendum 1, Question and Answer #28, location of utility transformer pole will be known after coordination with electric company. However, worst case is to be assumed which is within right-of-way of Libby Road.

Question 66: Please provide a spec section for the MCC.

Answer 66: See MCC specification attached to this addendum.

Question 67: Drawing A-101 indicates that the electrical conduits will need to be removed to accommodate the installation of the 2” EIFS. Does this mean “remove and reinstall” after the EIFS is installed or “demolish”? If it needs to be removed and reinstalled, can you provide details on the conduits and cables that will be involved?

Answer 67: Refer to Question and Answer #16 above in this addendum.

Question 68: Would you consider having the soft starters and FVNR starters installed within the MCC?

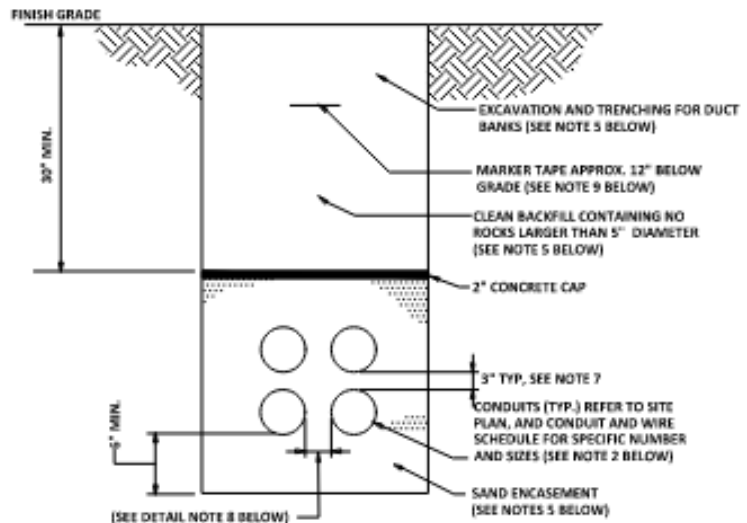
Answer 68: FVNR starters shall be provided within the MCC.

Question 69: There is a detail for Duct Banks and a detail for Direct Buried conduits. Are we to use the Duct Bank detail for conduits between Manholes and the detail for Direct Buried conduits for conduit between Manholes and Pull Boxes? If not, which conduits can be “direct buried”?

Answer 69: Buried conduit runs can be installed using conduit spaces with compacted sand then a 2” concrete cap above the run. In lieu of Details E-33-0101 and E-33-0102 on E-304, the details below can be used:

CONCRETE CAPPED DUCT BANK NOTES:

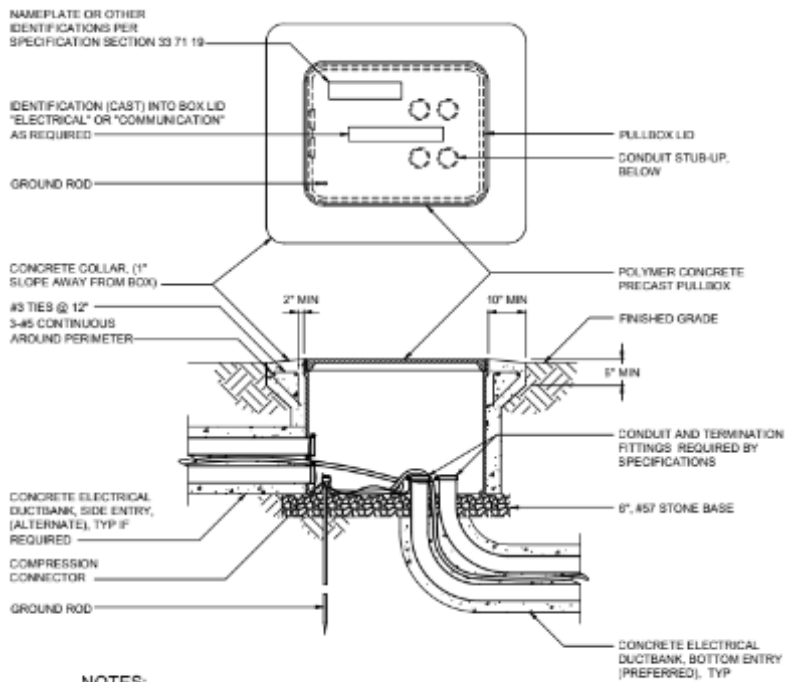
1. DIMENSIONS TYPICAL FOR ALL DUCT BANKS, UNLESS OTHERWISE NOTED.
2. FOR CONDUIT DETAILS, SEE CONDUIT AND WIRE SCHEDULE ON THE DRAWINGS. REFERENCES P1 AND C1 DENOTE CONDUIT NUMBERS. REFER TO SPECIFIC DUCT BANK SECTIONS AND CONDUIT AND WIRE SCHEDULES FOR DETAILS.
3. THIS TYPICAL DUCT BANK SECTION HAS BEEN SHOWN AS AN EXAMPLE OF THE REQUIREMENTS FOR THE UNDERGROUND INSTALLATION FOR THE DUCT BANK SYSTEM IN NON VEHICLE TRAFFIC AREAS. THIS DENOTES SPECIFIC SPACING, SAND ENCASEMENT, SAND SUBBASE, ETC. REQUIRED FOR DUCT BANK INSTALLATIONS. THE SPECIFIC CONDUIT SIZING AND NUMBERS HAVE BEEN SHOWN BY EACH SPECIFIC DUCT BANK SECTION.
4. EXCAVATION, TRENCHING AND BACKFILLING SHALL BE FURNISHED AND INSTALLED AS REQUIRED FOR THE WORK OF THIS CONTRACT.
5. SAND ENCASEMENT SHALL BE FURNISHED AND INSTALLED AS REQUIRED FOR THE WORK OF THIS CONTRACT. CONDUIT SHALL REST ON 6" OF SAND. CONDUIT SHALL NOT REST ON HARD PACKED EARTH.
6. INSTALL MARKER TAPE THE ENTIRE LENGTH OF EACH DUCT BANK.
7. TYPICAL SPACING BETWEEN CONDUITS SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
8. IT SHALL BE REQUIRED THAT A MINIMUM OF 1'-0" CLEARANCE BE PROVIDED AT ALL TIMES BETWEEN ALL POWER CONDUITS AND ALL SIGNAL AND/OR CONTROL CONDUITS IN ORDER TO AVOID ANY ELECTRICAL NOISE INTERFERENCE WITH THE CABLES OR WIRES WITHIN THESE SIGNAL AND CONTROL CONDUITS.



SEE CONCRETE CAPPED DUCT BANK - NOTE 3

(REFER TO DUCT BANK NOTES THIS DRAWING FOR ADDITIONAL REQUIREMENTS)

TYPICAL CONCRETE CAPPED DUCT BANK DETAIL



NOTES:

1. FOR SIDE ENTRY, CONDUIT DUCTBANK SHALL ENTER PULLBOX AT LOWEST POINT.
2. GROUND CONDUCTORS WITHIN DUCTBANK SHALL BE BONDED TOGETHER AND TO GROUND ROD.
3. CONDUIT BONDING BUSHINGS (IF REQUIRED) SHALL BE BONDED TO GROUND ROD.
4. FOR SIDE ENTRY, CONDUIT SHALL ENTER IN INDIVIDUAL CIRCULAR HOLES APPROPRIATELY SIZED FOR THE CONDUIT. LARGE SINGLE RECTANGULAR OPENINGS FOR MULTIPLE CONDUITS ARE NOT ACCEPTABLE.
5. DUCTBANK REINFORCING REBAR SHALL PENETRATE THE SIDEWALLS OF THE BOX NO LONGER THAN 1".

POLYMER CONCRETE ELECTRICAL HANDHOLE
E-33-0103

Question 70: According to the Manhole details, the manholes are to be minimum of 6' x 6' x 6'. These are much larger than required for the amount and size of conduit and cables through them. Would you consider revising the size of the manholes?

Answer 70: Handholes may be used in lieu of manholes. See detail E-33-0103 above and see Specification 33 71 19 attached to this addendum.

Question 71: The manhole detail Note #2 indicates that the manholes shall be constructed in accordance with section 33-71-19. Can you please check that section number? We could not find that in the specifications.

Answer 71: See Specification 33 71 19 attached to this addendum (which includes description of hand holes as well as manholes).

Question 72: The contract documents do not address how general requirements and fee will be paid for on the contingency bid items. Will the contractor be allowed to include the cost for their general requirements and fee for the contingency bid items in those bid items as the cost proposals are being submitted for approval or should the contractors include all their cost for general requirements and fee in bid item 1 of the proposal?

Answer 72: Contractors should include all their cost for general requirements and fees in bid item 1 based on all items and services outlined in the bid package, technical specifications, and drawings. Contingency funds are only be used for unforeseen circumstances related to the descriptions within the bid sheet and prior written approval by the Polk County Utilities Division Director is required for the expenditure of any of these contingency funds.

Question 73: Please confirm the size required for the following magnetic flow meters: FE/FIT-1231 and FE/FIT-1232. McCrometer does not do the fractional sizes. Is there a preferred manufacturer?

Answer 73: The flow meters for hypochlorite listed under 40 61 91 shall be line size meters (1/2"). County standard for chemical lines is Foxboro, Siemens, or ABB full bore electromagnetic flow meters. These manufacturers offer products in fractional sizes.

Question 74: Will there be any requirements to upgrade the VTScada license?

Answer 74: No.

Question 75: Plans shows the location of the existing underground pipe and the location of the new 8" Well Flowmeter but there are no Mechanical details dedicated to this pipe assembly, that shows the plan and section of this installation, which can clarify the dept of the existing pipe for tie ins and if need a concrete pad and pipe supports.

Answer 75: Generally, follow plan view on C-101 for new well flow meter, flow meter bypass, and GAC bypass connection. However, based on photo on A-101, the existing well wall pipe is 6" which then increases to 8" before going to GAC (yellow pipe in photo on A101) and before going to GAC bypass (blue pipe in photo on A102). Centerline of new above ground 6" pipe is to match existing 6" wall pipe coming out of building. List of fittings based on what is depicted and existing size of well discharge includes:

- One 6-inch flanged tee (existing 6" tee at wall can be reused)
- Three 6-inch flanged gate valves (only one valve on meter bypass is needed)
- 6-inch McCrometer flow meter
- Two 6-inch flanged 90 bends
- One 6"x8" reducer (not shown – install after meter bypass tee)
- One 8" flanged tee
- Two 8-inch flanged gate valves
- Two 8-inch flanged 90 bends
- Four 8-inch RJ 90 bends to connect to existing buried pipe for line to GAC and for tie-in to existing GAC bypass line

Question 76: Sheet M-102 has Section A showing the front of the South View of the Pump Station, can you provide the North View Section of the Pump Station so is clear how many supports are required for the above ground pipe?

Answer 76: No, however, the Contractor is to follow requirements of Section 40 05 07 for number of pipe supports. Refer to Addendum 1, Questions and Answers #11 and #16 for more information.

Question 77: Reference: (Drawing I-002 & table 40 61 93 – Input/Output List) – It does not appear that adequate space is available in the RTU for the required modifications. Please advise.

Answer 77: The depiction of the existing RTU Modicon lineup shown on I-002 does not reflect actual condition. The 11-slot PLC chassis has only 5 modules (2 DI, 1 DO, 2 AI). There are 6 empty slots to add modules as needed. Provide additional Modicon I/O modules as needed for the additional I/O required. County standard modules are BMXDDI1602 for DI's, BMXDRA0805 for DO's, BMXAMI0810 for AI's, and BMXAMO0410 for AO's.

Question 78: Reference: (Drawing #I-002) – Please provide a specification for the two cameras shown on drawing #I-002.

Answer 78: County standard cameras are from either Axis or Hanwha. The two site cameras should be Axis Q6074 E MKIII PTZ or equivalent from Hanwha. Video recorder and work station shall be provided by camera supplier (such as Axis S9302 work station and Axis 2108 video recorder).

Question 79: Reference: (Drawing #I-002) – Please provide a specification for the Network Video Recorder shown on Drawing #I-002.

Answer 79: Refer to Question and Answer #78 above in this addendum.

Question 80: Reference: (Section 40 73 20, part 2.01) – Please provide a location for the workstation console referenced in section 40 73 20.

Answer 80: Console described in Section 40 67 23 is to be located in the new electrical building and suitable to house the new operator workstation and video recorder workstation.

Question 81: For the 8" Well Flowmeter Assy, sheet A-101 shows an existing 8" tee above ground, are we removing this 8" tee and installing a new in same place or are we connecting to this tee?

Answer 81: Refer to Question and Answer #75 above in this addendum. Existing 6" tee can be reused.

Question 82: Drawing A103 Note 2 says to apply fire barrier intumescent paint system over spray foam for the ceilings in the well pump room and chemical dosing pump room. There is no specification for these coatings. Please provide a coating system.

Answer 82: Intumescent coating can be Tremco Nullifire SC802 or equivalent, single coat, 1mm WFT using airless spray application.

Question 83: Sheet D-102 call to "Abandon in place existing below grade, then sheet C-101 shows the new pipe installed for the 8" well Flow Mater; but per pictures in A-101 and A-102 South Side this pipe is above ground. Are we tie to existing GAC Effluent below grade. Please clarify the extension of the pipe to be abandon or removed for this installation.

Answer 83: Note on D-102 is mis-stated. Drawing is showing the general limits of above and below ground pipe to remove. See response to Question and Answer #75 above in this addendum for new pipe requirements.

Question 84: Please provide the following clarifying information that could not be found in the bidding documents:

- 100-year flood elevation
- K-value (lateral soil pressure including, passive, at-rest, active, and seismic)
- Seismic Acceleration responses
- Perched and Sinkhole water potential
- Coefficient of friction

Answer 84: Requested information is not readily available and does not appear to be pertinent to this site. See the soils report in Appendix to the specifications for soils characteristics and seasonal ground water elevation. Tank manufacturer shall indicate any assumptions used in the submittal on tank design calculations.

Question 85: The Geotechnical Report, pages 7 and 8, provides a total differential settlement value of 1.0" based on a bearing pressure of 1,600 psf. The 1.0" of differential settlement is not in compliance with ACI 372 recommendations. Further, we are concerned with this amount of settlement and the CMU block baffle wall. Please provide the improvements necessary to make the total differential settlement less than 0.25".

Answer 85: The tank manufacturer is to address settlement concerns based on soils report information in the design of the tank foundation the CMU wall sits on, increasing thickness if necessary (foundation thickness up to tank designer per 33 16 32 3.02 B. or 33 16 23 3.03 B.)

Question 86: Specification 33 16 32-1, Section 1.03A, does not reference ASCE 7-16 Minimum Design Loads and Associated Criteria for Buildings and Other Structures or ACI 350-20 Code Requirements for Environmental Engineering Concrete Structures (ACI 350-20) and Commentary (ACI 350R-20). Please add these codes as this is the latest industry standard implementation.

Answer 86: The tank manufacturer is to follow all applicable codes and standards in the design of the tank whether specifically referenced or not in the Contract Documents.

Question 87: Specification 33 16 32-3, Section 1.04 A4, provides risk category II for wind loads for the prestressed concrete ground storage tank. Specification 33 16 23-2, Section 1.04 A4, provides risk category II for the wind load for the glass-coated bolted steel ground storage tank. Drawing Sheet S-001, Section G-5, provides a risk category III for wind loads. The standard is that both wind and seismic risk categories shall be the same. The seismic risk category for this project is III. Please confirm risk category III shall be implemented for both types of tanks.

Answer 87: Tank manufacturer is to assume risk category III for the tank for either type of tank.

Question 88: Specification 33 16 32-3, Section 1.04 A4, provides a Seismic Design Category C, a Seismic Importance Factor = 1.25, and the structures response coefficients for type of tank shall be as determined by the tank manufacturer. Specification 33 16 23-3, Section 1.04 A4, requires the same parameters. Per ASCE 7-16, the SDC for Florida is "A". Seismic Importance Factor values are no longer used to determine the risk of the site. The new standard is called "Risk Category" and for the proposed tank the Risk Category shall be III. Seismic response coefficients shall be provided by the geotechnical engineer of record or client to be used by the tank manufacturer to design the tank. The tank manufacturer shall not be responsible for providing seismic response coefficients as we are not a geotechnical engineering firm. Please confirm all the information above shall be updated and provided to the tank manufacturer.

Answer 88: No additional information will be provided. Tank specifications are standard specs applicable to various areas of the country. Polk County has little to no risk of a seismic damaging event. Tank manufacturer to make their best assumption and include in submitted design calculations.

Question 89: Specification 33 16 32-3, Section 1.04 A6, requires the thickness of the dome shall not be less than five inches for the prestressed concrete ground storage tank. The standard minimum dome thickness for this size of tank is three (3) inches. Please confirm if a three (3) inch thick dome is acceptable.

Answer 89: A 3" dome thickness is acceptable if the dome is designed to withstand a 100 psf live load. The same live load applies to dome of a steel tank.

Question 90: Specification 33 16 32-4, Section 1.04A 10, mentions 3" flanged differential pressure sensor connections in the wall (typical of 2) as located and shown on the drawings. The drawings do not show the penetration through the wall or elevation of each wall sensor location. Please provide elevations and confirm 3" flanged ductile iron pipe is acceptable material.

Answer 90: A 3" flanged connection for the differential pressure sensor can be assumed. The instrument supplier will be held to this connection size. Only one

connection is required as there is only one DP sensor being supplied. Locate the one DP sensor connection 1 foot above grade closer to the north side of the tank than location noted on M-101 and E-101.

Question 91: Specification 33 16 32-4, Section 1.04A 11c, requires a 2 mgd maximum overflow rate. There is no overflow pipe shown on the tank plans. Does this requirement apply to the emergency dome overflows or do you want a hard type of overflow pipe to pass this flow rate? Please confirm.

Answer 91: For a concrete tank, the four overflow “frog eyes” depicted on M-101 are sufficient for overflow requirement. For a steel tank, overflow pipe penetrations through the sidewall are required consisting of a wall pipe, up bend, and flare fitting with rim set just below tank eave based on level over rim required for overflow rate. Size and number of these pipe penetrations is up to metal tank supplier but four are suggested located where the overflow “frog eyes” are shown for the concrete tank.

Question 92: Specification 33 16 32-8, Section 2.08A, requires exterior coatings shall consist of one coat of Thoroseal/Acryl 60 applied at a rate of 225 sq ft per 50 lb bag followed by a finish coat of Thorocoat applied at a rate of 60 sq ft per gallon (referenced materials as manufactured by Thoro System Products or approved equal). Our coatings representative recommends applying 2 coats Masterseal 580 to the exterior dome and wall surfaces as Thoroseal is no longer available. Masterseal 580 is the equivalent to the Thoroseal product. Please confirm this approach is acceptable.

Answer 92: Two (2) coats Masterseal 580 is acceptable.

Question 93: Specification 33 16 32-9, Section 2.08B, requires the interior of tank wall and below dome shall be coated with a 4 mil DFT prime coat of an NSF high build epoxy (Carboline 891 Hi-Build Epoxy or approved equal) followed by a 6 mil DFT finish coat of the same material. Our coatings representative recommends applying 2 coats Tnemec Series L140 or approved equal (NSF approved coating) on the interior dome and wall surfaces and including 1 coat Tnemec Series 218 at a minimum 1/8” thickness on the underside of the dome only as a primer to fill in bug holes, etc. Please confirm that a primer is required on the underside of the dome no matter what other coating system is required and that Tnemec Series L140 is acceptable in lieu of the Carboline product provided.

Answer 93: One, 1/8” thick coat of Tnemec Series 218 on underside of dome followed by two coats Tnemec L140, 4 mil DFT first coat and 6 mil DFT second coat, on walls and underside of dome is acceptable.

Question 94: Please confirm if the CMU block wall requires a coating system. If so, please specify if you want the same coating system as the dome and wall.

Answer 94: It is assumed the baffle wall will require reinforcing steel and filled cells. Baffle wall design is to be submitted by the tank supplier. To protect degradation of any

reinforcement in wall and for aesthetical considerations, the baffle wall shall be coated on both sides and top (wall requires a top cap). This applies to a glass/steel tank or concrete tank. Coating shall be as specified in Section 33 16 32 2.08 B. or as substituted in Question and Answer #93 above in this addendum.

Question 95: Specification 33 16 32-9, Section 2.08D, requires the top of concrete slab shall be coated with a concrete sealer – see Section 03 35 00 and 09 90 00. Specification 09 90 00-13, Painting Schedule, does not provide a floor coating system based on the information in the schedule. Please confirm what Tnemec coating system and thicknesses are required for the floor of the prestressed concrete ground storage tank.

Answer 95: Sealer specified in 33 16 23 2.03 C.8. and 33 16 32 2.08 C. shall be as specified in Section 03 35 00 2.01. However, sealer will need to be an NSF approved product.

Question 96: To avoid division of responsibility on the tank's warranty, we recommend that the tank manufacturer for be required to apply all coatings to the proposed prestressed concrete ground water storage tank and the proposed alternate glass-coated bolted steel ground storage tank with its own crews and not subcontract out the coatings of the tank. This affords the owner less risk and includes a single point of responsibility.

Answer 96: Single point of responsibility applies to all aspects of the storage tank for either type of tank, whether coatings are subcontracted out or applied by tank manufacturer's crew. General contractor is not to directly subcontract out any aspect of the storage tank regardless of type of tank supplied.

Question 97: Specification 33 16 32-10, Section 3.02B, requires the floor slab shall be designed as a concrete mat foundation not less than 8" thick, or as a membrane slab not less than 6" thick and shall be placed monolithically. Drawing Sheet M-302, Detail 7, notes to add an extra mat of resteel in same plane as floor steel at #4 at 8" each way. Extend 24" into 4" thick floor section. Please confirm that a 4" thick floor is acceptable for the design of both tank options.

Answer 97: Per Specification 33 16 23 3.03 B. or Specification 33 16 32 3.02 B., design of the concrete foundation slab is the responsibility of the tank supplier. Proposed thickness and reinforcing materials and methods shall be supported by submitted design calculations.

Question 98: Specification 03 35 00-6, Section 3.06, provides the Concrete Finish Schedule which requires a "D" type finish (steel trowelled) for all interior finish floors of buildings and structures which will be continuously or intermittently wet. Crom's standard floor finish is soft broom. Please confirm if a soft broom finish on the prestressed concrete ground storage tank floor is acceptable.

Answer 98: Soft broom finish is acceptable for tank floor of either type of tank.

Question 99: Drawing Sheet M-101, plan views show the tank footing extending far beyond the outside of the tank. The prestressed concrete ground storage tank manufacturer will not provide tank footing as shown. It appears that this would be a separate cast perimeter sidewalk with extension at stair location. Please confirm this is a separate structure provided by others.

Answer 99: No exterior sidewalk is required. Refer to Question and Answer #24 of Addendum 1 and Questions and Answers #46 and #47 above in this addendum.

Question 100: Drawing Sheet M-101, Bottom Plan, shows a baffle wall. Please provide the length and height of block wall required.

Answer 100: Location of baffle wall shall be half the distance between outer wall and center of tank. Length of baffle wall shall be such that opening at end of wall is 4 feet clear of outer wall. Height of baffle wall shall be 20 feet to have top of wall match high water level.

Question 101: Drawing Sheet M-201, Section 1, shows the invert of the wall manhole at an elevation of 163.62. We request a centerline elevation of 164.00 for the manholes to avoid a conflict with the stair support leg connection falling in the same location. Drawing Sheet M-302, Detail 8, shows an elevation of 179.58. Please confirm that elevation 179.58 is incorrect and an elevation of 164.00 is acceptable.

Answer 101: Elevation of 164.00 is acceptable. Reference to elevation 179.58 is incorrect.

Question 102: Drawing Sheet M-302, Detail 5, shows a 50" fiberglass vent at what appears to be the apex of the dome. We suggest requiring two (2) 25" offset vents at 180° apart from the center of the dome since a 1,300 GPM aerator is being provided. Please confirm this is acceptable.

Answer 102: Two 25" offset vents, 180° apart is acceptable (applies to either type of tank).

Question 103: Drawing Sheet M-302, Detail 9, shows a maintenance sump. Please confirm this detail is not required for the tanks.

Answer 103: Refer to Question and Answer #22 above in this addendum.

Question 104: Please confirm 6-mil visqueen is acceptable under the prestressed concrete ground storage tank.

Answer 104: 6 mil visqueen under either type of tank slab is acceptable.

Question 105: Specification 26 41 00, Facility Lightning Protection, mentions that lightning protection is required. Bonding to any concrete encased tank steel is not recommended and shall not be allowed, per the tank manufacturer. All bonding shall be done by using air terminals on the top of the tank wall with PVC conduit adhered to the exterior tank wall.

Electrical grounding to the reinforcing of a prestressed concrete tank is prohibited by AWWA D110-13 per Section 5.16. Items requiring grounding, such as lightning protection, are required to be a separate system with its own ground connections. Excerpts of the referenced sections are provided below.

- AWWA D110-13, Sec. 5.16 – Electrical grounding to non-prestressed reinforcing steel or prestressed reinforcement for any equipment or electrical service shall be strictly prohibited.
- AWWA D110-13, Sec. 5.17 – Lightning protection, if required, shall be a separate system with its own ground connections.

Please confirm if both tank options require a lightning protection system.

Answer 105: Both tank options require lightning protection with the lightning protection system designed by a qualified lightning protection system supplier in strict cooperation and adherence to tank manufacturer's recommendations.

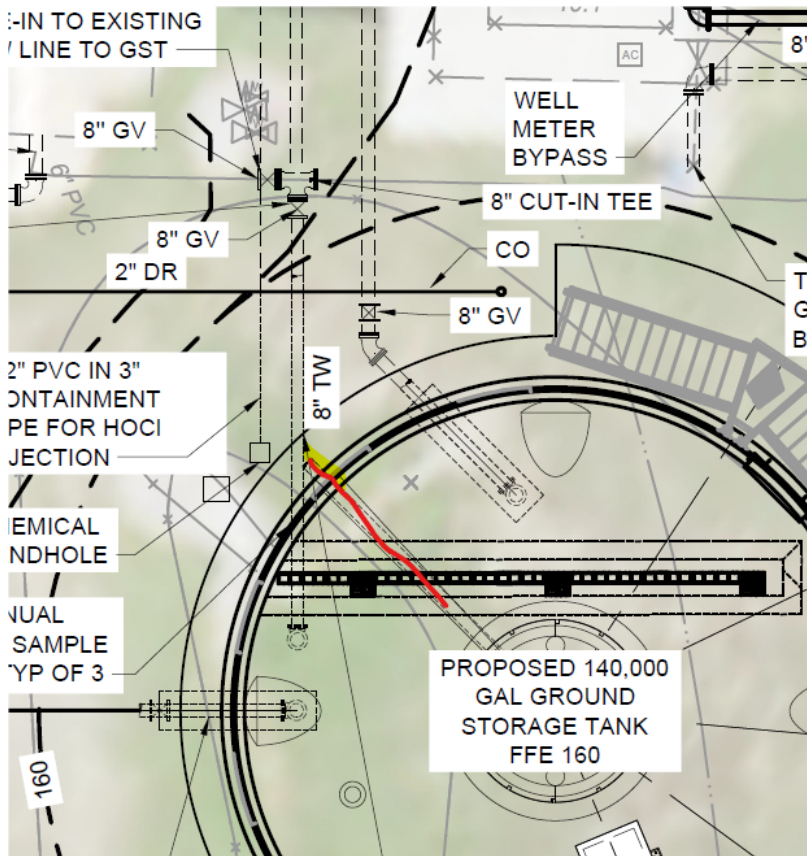
Question 106: Please confirm if Davis-Bacon prevailing wage rates are applicable for this project. If so, please provide "Heavy Construction" wage rates for the prestressed concrete ground storage tank.

Answer 106: Per Addendum 1, Question and Answer #5, "Davis Bacon does not apply to this project."

Question 107: Please confirm it is the intent that a prestressed concrete tank (Type 2) be included in bid item No.1.

Answer 107: Yes.

Question 108: Sheet M-101 on the Ground Storage Tank Bottom Plan have a pipe label 8" DI Recirculation Inlet, but the only drawing that show where this pipe is going is G-004. Please clarify where this pipe is connected.



Answer 108: Recirculation line is from the recirculation pumps (M-102) up to the aerator (M-101).

Question 109: The plans show a separate diesel tank pad, the generator specs call for a base mounted tank, which is correct?

Answer 109: Bulk tank only, no base mounted tank. Refer to Question and Answer #13 above in this addendum.

Question 110: The Engine Generator specifications (26 32 13-19) paragraph 2.17 refers to Fuel Storage and spec section 23 13 01, this section is not part of the specifications.

Answer 110: Specifications for bulk fuel tank and fuel piping are attached to this addendum.

Question 111: Paragraph 3.2 also refers to section 26 32 23 ATS, it also is not part of the specifications.

Answer 111: Specification for ATS is attached to this addendum.

Question 112: Does the owner want a concrete walkway around the GST and stairs, the detail shows only to leave concrete rebound.

Answer 112: Refer to Question and Answer #46 above in this addendum.

Question 113: Inside the retaining around the Generator and Fuel Tank, it appears to be a concrete walkway, is this correct?

Answer 113: 3-foot space (see response to Addendum 1, Question and Answer #25) between generator / fuel tank and retaining wall can be 57 stone.

Question 114: Inside the retaining around the Electrical Room, it appears to be a concrete sod with a walkway only by the doors, is this correct?

Answer 114: 3-foot space (see response to Addendum 1, Question and Answer #25) between generator / fuel tank and retaining wall can be 57 stone.

July 25, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM #3
BID 24-476, BABSON PARK WPF NO. 1 GROUND STORAGE TANK AND
HIGH PUMP STATION**

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

Contained within this addendum: Questions and Answers.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, August 7, 2024, prior to 2:00 p.m.

Ari Goldstein

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

Signature

Printed Name:

Title:

Company:

BID 24-476, BABSON PARK WPF NO. 1 GROUND STORAGE TANK AND HIGH PUMP STATION

Addendum # 3

QUESTIONS AND ANSWERS

Question 1: Sheet C-101 call to "TIE-IN TO EXISTING HYDROPNEUMATIC TANK INLET" with an 8" 90 bend but drawing I-102 shows a new pipe going into the hydropneumatic tank. Please clarify if we are connecting into the existing pipe or installing a new pipe into the tank.

Answer 1: There is no new pipe connection to the tank itself. See response to Question and Answer #2 below.

Question 2: Sheet C-101 call to "TIE-IN TO EXISTING HYDROPNEUMATIC TANK INLET" with an 8" 90 bend, please clarify if the existing pipe will be abandon and grout in place.

Answer 2: The intent is to utilize the existing pipe as a bypass. Tie-in should be done with an 8" Tee. Flow normally is directed from the GAC into the new tank, over to the HSP's then out to distribution with that line tied to the hydropneumatic tank. Existing line is to have a new valve installed just after the new Tee to the tank as shown on C-101 so that that line can be a bypass of the new tank with the well pump providing service to distribution as it does now.

Question 3: There seems to be conflicting information in the specifications.

Section 2.01 A. Calls out a UL142 standard.

Section 2.01 E. Calls out a concrete encased secondary containment which is UL2085.

Can you please confirm which UL listing is needed to be met for this site?

Answer 3: Refer to Addendum 2, new Specifications item Section 33 56 00 - Fuel Storage Tank.

To obtain a copy of the **Bid 24-476, Technical Specifications: Section 33 56 00 - Fuel Storage Tank**, , 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 24-476 Babson Park WPF No 1 GSR and HSPS.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, and bid sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Question 4: Is the County planning to extend the due date to answer the remaining questions?

Answer 4: The bid receiving date has been extended one week. Refer to page 1 of this addendum for the new receiving due date.

Question 5: How many tons is AC for the electrical building? Specs and addenda only show voltage.

Answer 5: This is a pre-manufactured building so the sizing of the AC unit is up to the manufacturer as called for under Section 03 45 15 2.02. Sizing criteria is provided for building designer to follow.

July 26, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 4
BID 24-476, BABSON PARK WPF NO. 1 GROUND STORAGE TANK AND
HIGH PUMP STATION**

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

Contained within this addendum: Questions and Answers.

Ari Goldstein

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

Signature

Printed Name:

Title:

Company:

BID 24-476, BABSON PARK WPF NO. 1 GROUND STORAGE TANK AND HIGH PUMP STATION

Addendum # 4

QUESTIONS AND ANSWERS

Question 1: Addendum #3 was just published, but unfortunately, their answer is to refer back to the same specifications that I brought up the question on. The cost difference between UL2085 and UL142 is substantial, so I wanted to be sure to cover the scope while staying competitive. I hate to be difficult and have you ask for clarification again, but the remainder of the specifications 33 56 00 does not call either one out directly. The snip below is the only time an actual UL listing number is mentioned.

If it helps... UL142 is two steel tanks with one inside the other. The wall between the inner and outer tank is just air and is measured for any leaks UL2085 is also a tank within a tank but the void inside unlike UL142, is filled with concrete. That's why I highlight "E." below as that isn't UL142.

Question 3: There seems to be conflicting information in the specifications.

Section 2.01 A. Calls out a UL142 standard.

Section 2.01 E. Calls out a concrete encased secondary containment which is UL2085.

Can you please confirm which UL listing is needed to be met for this site?

Answer 3: Refer to Addendum 2, new Specifications item Section 33 56 00 - Fuel Storage Tank.

*Babson Park WPF No. 1
Ground Storage Tank and High Service Pump Station*

PART 2 -- PRODUCTS

2.01 STORAGE TANK

- A. Primary Steel tank shall be rectangular in shape and continuous welds on all exterior seams, manufactured in accordance with the UL listing requirements and UL Standard 142. Tank shall include an emergency vent system.
- B. Protected and insulated AST systems shall have a thru-tank leak detector tube to allow for physical check and monitoring capability between the primary and secondary containment.
- C. The outer surface of the primary steel tank shall be covered by a minimum of ¼" thick Styrofoam insulation panels.
- D. The secondary containment shall consist of 30 mil thick high-density-polyethylene membrane enclosing the steel tank and insulation material.

UL2085
design



- E. The primary steel tank and the secondary containment shall be encased in six inches of monolithic reinforced concrete, with minimum design strength of 4,000 and 5,000 psi at 28 days depending on the tank size. The concrete design shall include the following for long-term durability: air entrainment, water reducing admixture, and steel reinforcement. Concrete encasements with seams will not be approved.

Answer 1: In reference to the fuel tank specification that was issued under Addendum 2, the tank is to be UL2085, concrete encased secondary containment.