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 Rogar Management & Consulting of FL LLC 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 25-418, Maine Avenue Sidewalk Project (LAP).

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 $2,303,510.50 plus the Allowance Work amount of $115,175.00 the total sum being $2,418,685.50. 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 Final Completion within 255 calendar days from the Start Date memorialized within the Notice to Proceed. The County and the Contractor agree 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 255 days. The allowance time for this project is 38 days.

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

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

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

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

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

ATTEST: STACYM. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

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

BY:_____
Martha Santiago, Ed. D., CHAIR
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

Noah Milner 3/17/2026
County Attorney's Office Date

ATTEST:

Randy Padilla
Corporate Secretary

SEAL

ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
LIMITED LIABILITY COMPANY
FLORIDA
2005

CONTRACTOR: Rogar Management & Consulting of FL LLC

BY:_____
Authorized Corporate Officer or Individual

Javier Rodriguez
(Printed or Typed Name of Signer)

Managing Member
(Printed or Typed Title of Signer)

12011 SW 129th CT Unit 5, Miami, FL 33186
(Business Address of Contractor)

786-573-1872
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF FLORIDA County OF MIAMI-DADE

The foregoing instruments was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1/27/2026 (Date) by JAVIER RODRIGUEZ (Name of officer or agent) as MANAGING MEMBER (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 1/27/2026 (Date) _____ (Official Notary Signature and Notary Seal)

LISETTE COMPANIONI (Name of Notary typed, printed or stamped)

Commission Number HH 383258 Commission Expiration Date 07/06/2029

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 _____

Detail by Entity Name

Florida Limited Liability Company
ROGAR MANAGEMENT & CONSULTING OF FLORIDA, L.L.C.

Filing Information

Document Number	L05000069174
FEI/EIN Number	74-3148751
Date Filed	07/13/2005
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/22/2005
Event Effective Date	NONE

Principal Address

12011 SW 129 CT UNIT #5
MIAMI, FL 33186

Changed: 02/02/2011

Mailing Address

12011 SW 129 CT UNIT #5
MIAMI, FL 33186

Changed: 02/02/2011

Registered Agent Name & Address

JAVIER, RODRIGUEZ
12011 SW 129 COURT
UNIT 5
MIAMI, FL 33186

Name Changed: 04/17/2008

Address Changed: 01/31/2011

Authorized Person(s) Detail

Name & Address

Title MGR

RODRIGUEZ, JAVIER
12011 S W 129 CT UNIT #5
MIAMI, FL 33186

Annual Reports

Report Year	Filed Date
2021	01/29/2021
2022	01/26/2022
2023	01/23/2023

Document Images

01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
01/29/2021 -- ANNUAL REPORT	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
06/12/2018 -- ANNUAL REPORT	View image in PDF format
02/02/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
03/19/2015 -- ANNUAL REPORT	View image in PDF format
03/11/2014 -- ANNUAL REPORT	View image in PDF format
03/13/2013 -- ANNUAL REPORT	View image in PDF format
07/06/2012 -- ANNUAL REPORT	View image in PDF format
04/29/2011 -- ANNUAL REPORT	View image in PDF format
02/02/2011 -- ADD CHG	View image in PDF format
01/31/2011 -- Reg. Agent Change	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
03/05/2009 -- ANNUAL REPORT	View image in PDF format
04/17/2008 -- ANNUAL REPORT	View image in PDF format
05/29/2007 -- Reg. Agent Change	View image in PDF format
02/05/2007 -- ANNUAL REPORT	View image in PDF format
01/23/2006 -- ANNUAL REPORT	View image in PDF format
11/22/2005 -- Amendment	View image in PDF format
07/13/2005 -- Florida Limited Liabilites	View image in PDF format

An official website of the United States government Here's how you know

Revolutionary FAR Overhaul Impacts to SAM.gov Show Details
Aug 15, 2025

See All Alerts

Records Retention Policy Impacts Old SAM Registration Data
Show Details
May 21, 2025

SAM.GOV®

Home Search Data Bank Data Services Help

Core Data

- Entity Registration
  - Core Data
    - Business Information
    - Entity Types
    - Financial Information
    - Points of Contact
  - Assertions
  - Reps and Certs (FAR/DFARS)
  - Reps and Certs (Financial Assistance)
- Exclusions
- Responsibility / Qualification

ROGAR MANAGEMENT & CONSULTING OF FLORIDA, L.L.C

Active Registration

Unique Entity ID
JAQCC7Q6J5N1

CAGE/NCAGE
6NWW6

Expiration Date
Sep 10, 2026

Physical Address
12011 SW 129TH CT Unit 5
Miami, Florida
33186-6933, United States

Mailing Address
12011 SW 129TH CT Unit 5
Miami, Florida
33186-6933, United States

Purpose of Registration
All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As
ROGAR MANAGEMENT & CONSULTING OF FLORIDA VENTURE

URL
(blank)

Division Name
(blank)

Division Number
(blank)

Congressional District
Florida 28

State/Country of Incorporation
Florida, United States

Owner	CAGE	Legal Business Name
Immediate Owner	**(blank)**	**(blank)**
Highest Level Owner	**(blank)**	**(blank)**

Registration Dates

Activation Date
Sep 12, 2025

Initial Registration Date
Feb 8, 2012

Submission Date
Sep 10, 2025

Entity Dates

Entity Start Date
Jul 13, 2005

Fiscal Year End Close Date
Dec 31

Executive Compensation

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

SAM SEARCH AUTHORIZATION

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

☑ Yes

ENTITY TYPES

Business Types

Entity Structure	**Corporate Entity (Not Tax Exempt)**
Entity Type	**Business or Organization**
Profit Structure	**For Profit Organization**
Organization Factors	**(blank)**

Socio-Economic Types

Self Certified Small Disadvantaged Business, DOT Certified DBE

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

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
No

Debt Subject To Offset ⓘ
No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **6NWW6**

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

JAVIER RODRIGUEZ, Managing Member

Address
12011 SW 129TH CT
Miami, Florida 33186
United States

Alternate Point of Contact

JAVIER RODRIGUEZ, Managing Member

Address
12011 SW 129TH CT
Miami, Florida 33186
United States

Government Business

Primary Point of Contact

JAVIER RODRIGUEZ, Managing Member

Address
12011 SW 129TH CT
Miami, Florida 33186

United States

Alternate Point of Contact

JAVIER RODRIGUEZ, Managing Member

Address
12011 SW 129TH CT
Miami, Florida 33186
United States

Past Performance

Primary Point of Contact

JAVIER RODRIGUEZ, Managing Member

Address
12011 SW 129TH CT
Miami, Florida 33186
United States

Alternate Point of Contact

JAVIER RODRIGUEZ, Managing Member

Address
12011 SW 129TH CT
Miami, Florida 33186
United States

Feedback

⚠ **WARNING**

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SAM.gov

An official website of the U.S. General Services Administration

Listing of Prequalified Contractors

Contractor with Name ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC F743148751001 EXPIRES: 6/30/2026	12011 SW 129 COURT UNIT 5 MIAMI, FL 33186 (786)573-1872	12011 SW 129TH COURT UNIT 5 MIAMI, FL 33186 (786)573-1872

WORK CLASSES

BRIDGE PAINTING	DRAINAGE
FENCING	GRASSING, SEEDING AND SODDING
HOT PLANT-MIXED BITUM. COURSES	PAVEMENT MARKING
ROADWAY SIGNING	SIDEWALK

* Retaining Wall, Soundwall Repair, Tree Removal, Tree Trimming, Rehabilitation of Slope Pavement.

Contractor License Information

Contractor Number:	10BS00645
Contractor name:	ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
Address:	12011 SW 129 CT STE 5
City, St, Zip:	MIAMI FL 33186
Phone:	(786) 573-1872
Other Phone:	
Fax:	(305) 397-2706
Email:	ROGARLLC@GMAIL.COM
D/B/A:	
Contractor Status:	ACTIVE

Class	Category	Category Description	Expiration Date
BLDG	11	CONCRETE FINISHING	09/30/2026
BLDG	20	FLOORING	09/30/2026
BLDG	27	MASON&DECORATIVE FEN	09/30/2026
BLDG	78	PAINTING	09/30/2026

CONTRACTOR INQUIRY COMPLETE

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;

Bond No.: F421106

EXHIBIT II-A (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Rogar Management A Consulting of Florida, LLC., as Principal, and Great American Insurance Company as Surety, located at 301 E 4th Street Cincinnati, OH 45202 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Two Million Five Hundred Fifty-Three Thousand Five Hundred Ten Dollars and 50/100 ($2,553,510.50) 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 contract dated _____, 20___ (the "Contract") between Principal and Obligee for performance of Bid 25-418, Maine Avenue Sidewalk Project (LAP), at the times and in the manner proscribed in the Contract; 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 Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified therein; and
4. Satisfies all claims and demands incurred under the Contract, 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 or 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.

Bond No.: F421106

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

ATTEST:

PRINCIPAL: Rogar Management & Consulting of Florida, LLC

BY: _____ (SEAL)

Witness: _____
Randy Padilla

Authorized Signature (Principal)

Printed Name: Javier Rodriguez

Witness: _____
Alina Garcia

Title of Person Signing Above: Manager

ATTEST:

SURETY: Great American Insurance Company

(Printed Name)

Witness: _____
Jeffrey Mervine

BY: _____ (SEAL)

Witness: _____
Kasandra Titus

Jessie Sloan, Attorney-In-Fact &
Printed Name Florida Licensed Resident Agent

Business Address 301 E 4th Street
Cincinnati, OH 45202

Inquiries: (321) 800-6594

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

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

Bond No.: F421106

EXHIBIT II-B: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Rogar Management & Consulting of Florida, LLC., as Principal, and Great American Insurance Company, as Surety, located at 301 E 4th Street Cincinnati, OH 45202 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of Two Million Five Hundred Fifty-Three Thousand Five Hundred Ten Dollars and 50/100 ($2,553,510.50) 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 contract dated _____, 20__ (the "Contract") between Principal and Obligee for;
   Bid 25-418, Maine Avenue Sidewalk Project (LAP). 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 or 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.

Bond No.: F421106

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

ATTEST:

PRINCIPAL: Rogar Management & Consulting of Florida, LLC.

BY: _____ (SEAL)

Witness: _____

Authorized Signature (Principal)

Printed Name: Javier Rodriguez

Witness: _____

Title of Person Signing Above: Manager

ATTEST:

SURETY: Great American Insurance Company

(Printed Name)

Witness: _____ BY: _____ (SEAL)

Jeffrey Mervine

Witness: _____

Kasandra Titus

Jessie Sloan, Attorney-In-Fact &

Printed Name Florida Licensed Resident Agent

Business Address 301 E 4th Street

Cincinnati, OH 45202

Inquiries: (321) 800-6594

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.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 22626

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE	ALL OF	ALL
JESSIE SLOAN	ORLANDO, FLORIDA	$100,000,000
HALLIE MARTIN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of MAY , 2025

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 23RD day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this day of ,

Assistant Secretary

Bond No.: F421106

EXHIBIT III: PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid # 25-418, Maine Avenue Sidewalk Project (LAP) and the inclusion by Rogar Management & Consulting of Florida, LLC.(Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

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

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

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

Entered into this 26 day of January, 2026, by Great American Insurance Company

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

Inquiries: (321) 800-6594

Great American Insurance Company

BestLink | AMB #: 002213 NAIC #: 16691 FEIN #: 310501234

Mailing Address
301 E. Fourth Street
Cincinnati, Ohio 45202
United States

View Additional Address Information

Web: www.greatamericaninsurancegroup.com
Phone: 513-369-5000
Fax: 513-369-5830

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

AM Best Rating Unit: AMB #: 005990 - Great American Insurance Companies

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)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2025
Initial Rating Date:	September 30, 1908

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2025
Initial Rating Date:	June 17, 2005

Financial Size Category View Definition

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

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Associate Director : Robert Valenta, CPCU
Director: Danielle Pliss
Note: *See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of American Financial Group, Inc. and Its Key Operating Subsidiaries
December 11, 2025

Rating History

A.M. Best has provided ratings & analysis on this company since 1908.

Financial Strength Rating

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

Long-Term Issuer Credit Rating

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

Related Financial and Analytical Data

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

AMB #	Company Name	Company Description
005990	Great American Insurance Companies (SG) Rating Unit	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.
087045	Great American Insurance Company CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.
094364	Great American Insurance Company (SGB)	Represents the Property/Casualty financials for the Singapore Branch of this legal entity.

Great American Insurance Company

(NAIC #16691)

BUSINESS ADDRESS: 301 E. FOURTH STREET, CINCINNATI, OH 45202
PHONE: (513) 369-5000
UNDERWRITING LIMITATION b/: $325,330,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY
INCORPORATED IN: Ohio

Surety Check 3.13.26 - TS

PART D - EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Rogar Management & Consulting of Florida, LLC. (hereinafter called the Principal) and Great American Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Ohio, 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 one hundred fifteen thousand one hundred seventy-five and 53/100 dollars ($115,175.53) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid 25-418 - Maine Avenue Sidewalk Project (LAP)

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 10th day of September 2025.

ATTEST:

Witness

Witness

PRINCIPAL: Rogar Management & Consulting of Florida, LLC.
12011 SW 129 CT Unit #5
Miami, FL 33186

BY: _____ (SEAL)
Authorized Signature (Principal)

Javier Rodriguez
Printed Name

Manager
Title of Person Signing Above

ATTEST:

Witness - Kasandra Titus

Witness - Jeffrey Mervine

SURETY: Great American Insurance Company
Printed Name

BY: _____
Attorney in Fact
Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent
Printed Name

301 E 4th Street
Cincinnati, OH 45202
Business Address

Inquiries: (321) 800-6594

NOTES:
1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 22626

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE	ALL OF	ALL
JESSIE SLOAN	ORLANDO, FLORIDA	$100,000,000
HALLIE MARTIN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of MAY 2025

Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 23RD day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of September , 2025

Assistant Secretary

Great American Insurance Company

BestLink AMB #: 002213 NAIC #: 16691 FEIN #: 310501234

Mailing Address
301 E. Fourth Street
Cincinnati, Ohio 45202
United States

View Additional Address Information

Web: www.greatamericaninsurancegroup.com
Phone: 513-369-5000
Fax: 513-369-5830

AM Best Rating Unit: AMB #: 005990 - Great American Insurance Companies

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)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2025
Initial Rating Date:	September 30, 1908

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2025
Initial Rating Date:	June 17, 2005

Financial Size Category View Definition

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

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Associate Director : Robert Valenta, CPCU
Director: Doniella Pilas
Note: *See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of American Financial Group, Inc. and Its Key Operating Subsidiaries
December 11, 2025

Rating History

A.M. Best has provided ratings & analysis on this company since 1908.

Financial Strength Rating

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

Long-Term Issuer Credit Rating

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

Related Financial and Analytical Data

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087045	Great American Insurance Company CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.

Great American Insurance Company

(NAIC #16691)

BUSINESS ADDRESS: 301 E. FOURTH STREET, CINCINNATI, OH 45202
PHONE: (513) 369-5000
UNDERWRITING LIMITATION b/: $325,330,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY
INCORPORATED IN: Ohio

Surety Check 3.13.26 - TS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2025

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

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

PRODUCER Marsh & McLennan Agency Bouchard Region 101 N. Starcrest Drive Clearwater FL 33765	**CONTACT NAME:** Certificate Specialist **PHONE (A/C, No, Ext):** 727-447-6481 **FAX (A/C, No):** 727-449-1267 **E-MAIL ADDRESS:** mmabouchard.certificates@marshmma.com
INSURED KAMMING Kamminga & Roodvoets, Inc. 3435 Broadmoor Avenue SE Grand Rapids MI 49512-2870	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg — 19445 **INSURER B :** Travelers Property Casualty Co. of Amer — 25674 **INSURER C :** AIG Specialty Insurance Co. — 26883 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 808485212 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU Cov Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	9894837	6/1/2025	6/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 5,000,000 $ 300,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Hired [X] Non-Owned	Y	Y	5717854	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	CUP3Y62258125NF	6/1/2025	6/1/2026	EACH OCCURRENCE AGGREGATE $	$ 12,000,000 $ 12,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	13188195	6/1/2025	6/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000
C	Pollution Liab	Y		CPO19156512	6/1/2023	6/1/2026	Each Occ/Aggregate	5,000,000

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Todd George

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CERTIFICATE OF LIABILITY INSURANCE

Date: 9/8/2025

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ ☐ Claims Made ☐ Occur ☐ ☐ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ ☐				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2025	01/01/2026	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 90-68-296

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Rogar Management & Consulting of Florida, L.L.C.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name:

ISSUE 09-08-25 (KLT)

Begin Date: 11/11/2019

CERTIFICATE HOLDER

POLK COUNTY, A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
P.O. BOX 9005, DRAWER AS05
BARTOW, FL 33830

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2025

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

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

PRODUCER Eastern Insurance Group, Inc. 7400 SW 50th Terrace Suite 100 Miami FL 33155	**CONTACT NAME:** Amanda Nogues **PHONE (A/C, No, Ext):** (305) 595-3323 **FAX (A/C, No):** (305) 595-7135 **E-MAIL ADDRESS:** amanda.nogues@eigrisk.com
INSURED Rogar Management & Consulting of Florida LLC 12011 SW 129 Ct, Unit 5 Miami FL 33186	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Admiral Insurance Company — 24856 **INSURER B :** Landmark American Insurance Company — 33138 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2024 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			CA000043712-04	11/18/2024	11/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 150,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			LHA603789	11/18/2024	11/18/2025	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/12/2025

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

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PRODUCER	**CONTACT NAME:** Carlos Luis
State Farm Carlos Luis 6001 Bird Rd Miami FL 331555209	**PHONE (A/C, No, Ext):** 305-663-2300 **FAX (A/C, No):** **E-MAIL ADDRESS:** carlos.luis.lr6z@statefarm.com
INSURED ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC 12011 SW 129TH CT UNIT 5 MIAMI FL 331866933	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** State Farm Mutual Automobile Insurance Company / 25178 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	P77 7017-E18-59A	05/18/2025	11/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/12/2025

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

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

PRODUCER	**CONTACT NAME:** Carlos Luis
State Farm Carlos Luis 6001 Bird Rd Miami FL 331555209	**PHONE (A/C, No, Ext):** 305-663-2300 **FAX (A/C, No):** **E-MAIL ADDRESS:** carlos.luis.lr6z@statefarm.com
INSURED ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC 12011 SW 129TH CT UNIT 5 MIAMI FL 331866933	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** State Farm Mutual Automobile Insurance Company — 25178 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY	N	N	P80 1234-E18-59A	05/18/2025	11/18/2025	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			P80 1236-E18-59A	05/18/2025	11/18/2025	BODILY INJURY (Per accident)	$ 1,000,000
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			P80 1235-E18-59A	05/18/2025	11/18/2025	PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

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

CANCELLATION

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PRODUCER State Farm Carlos Luis 6001 Bird Rd Miami FL 331555209	**CONTACT NAME:** Carlos Luis **PHONE (A/C, No, Ext):** 305-663-2300 **FAX (A/C, No):** **E-MAIL ADDRESS:** carlos.luis.lr6z@statefarm.com
INSURED ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC 12011 SW 129TH CT UNIT 5 MIAMI FL 331866933	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : State Farm Mutual Automobile Insurance Company 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	K84 4215-E18-59 K84 4250-E18-59 K84 4220-E18-59 K84 4226-E18-59	05/18/2025 05/18/2025 05/18/2025 05/18/2025	11/18/2025 11/18/2025 11/18/2025 11/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

CERTIFICATE HOLDER

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

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AUTHORIZED REPRESENTATIVE

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EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of FL)

County of Miami Dade SS)

Javier Rodriguez ,being first duly sworn, deposes and says that:

1. They are Managing Member of Rogar Management & Consulting of FL LLC, the Bidder that has submitted the attached Bid;

2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title Managing Member

Subscribed and sworn to before me this 09 day of SEPTEMBER, 20 25

JAVIER RODRIGUEZ ROGAR MANAGEMENT & CONSULTING OF FL, LLC

MANAGING MEMBER

(Title)

My Commission expires 7-06-27

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 25-418

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid #25-418.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

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

Dated this 09 day of September, 20 25

Name of Firm Rogar Management & Consulting of FL LLC

By Javier Rodriguez

Managing Member
Title of Person Signing

Subscribed and sworn to before me this 09 day of SEPTEMBER, 2025

JAVIER RODRIGUEZ ROGAR MANAGEMENT & CONSULTING OF FL, LLC.

MANAGING MEMBER
(Title)

My Commission expires 7-06-27

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

Self Performed

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of_____)
SS
County of_____)

_____, 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:

   _____.

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed_____

Title_____

Subscribed and sworn to before me this_____day of_____, 20_

_____

(Title)

My Commission expires_____

N/A

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

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

	Division of Work	Results of Good Faith Effort
1.		
2.		
3.		
4.		
5.		

EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE

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

Bid # 25-418

Rogar Management & Consulting of FL, LLC.

Contractor

Signature

Javier Rodriguez

Printed Name of Signer

1/26/26

Date

Part C - BID SUBMITTAL
(Not to Exceed)

NAME OF PROJECT: Maine Avenue Sidewalk Project (LAP) Bid 25-418

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

The Bidder further declares that he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have satisfied themselves relative to the work to be performed.

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

ALL THE PAGES THAT ARE PART OF THIS SECTION MUST BE
PROVIDED FOR THIS BID SUBMITTAL TO BE
CONSIDERED BY THE COUNTY

1. **BIDPRICE** $ 2,303,510.50
(Note: This total represents the sum. of the unit prices on Bid Sheet.)

WRITTEN AMOUNT (SPELL OUT)

Two million three hundred three thousand fie hundred ten DOLLARS

Fifty CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** 255 CALENDAR DAYS TO FINAL COMPLETION

3. **NAME OF BIDDER:** Rogar Management & Consulting of FL LLC
(typed or printed: firm, corporation, business or individual)

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned Rogar Management & Consulting of FL LLC (Contractor) certifies, to the best of his or her knowledge, that:

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, Rogar Management & Consulting of FL LLC, 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

Javier Rodriguez / Managing Member
Name and Title of Contractor's Authorized Official

09/10/25
Date

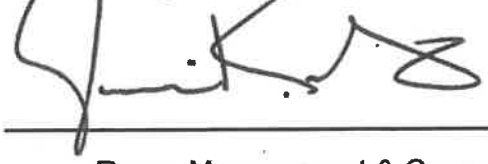
Exhibit "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONISBILITY MATTERS

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

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

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: 

COMPANY NAME: Rogar Management & Consulting of FL LLC

DATE: 09/10/25

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

BIDDING REQUIREMENTS AND
CONTRACT DOCUMENTS FOR:

MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY

BID FILE NO: 25-418

County Project: LAP 446294-1-58-01

FINANCIAL MANAGEMENT NUMBER: 446294-1-58-01

ISSUE DATE: July 24, 2025

SPECIAL NOTE: Construction Engineering Inspection (CEI) for oversight will be provided under the County's Contract. Construction may not begin until after the CEI agreement has been executed.

PROCUREMENT DIVISION
330 W CHURCH STREET, ROOM 150
DRAWER AS05, P.O. BOX 9005
BARTOW, FLORIDA 33830/33831-9005
Website: www.polk-county.net
Procurement Contracts Manager: Ken Brush
E-Mail: kenbrush@polk-county.net
Main Number: (863) 534-6757
Fax: (863) 534-6789

CONTRACTOR'S LICENSE NUMBER **(Copy of License Attached)**

Please See Attached
State Certification Number

Javier Rodriguez
Individual's Name (Print or Type)

N/A
Polk County Registration Number

Javier Rodriguez
Individual's Name (Print or Type)

N/A
Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

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

Addendum No. 1 Date 9/8/2025

Addendum No. 2 Date 9/10/2025

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 09/17/2025
(Bid Receiving Date)

BIDDER: Rogar Management & Consulting of FL LLC

BY: _____
(Authorized Signature - in ink)

Javier Rodriguez
(Printed Name of Signer)

Managing Member
(Printed Title of Signer)

12011 SW 129TH CT Unit #5	Miami	Florida	33186
Address	City	State	Zip Code

786-573-1872
Telephone Number

rogarllc@gmail.com
Email Address

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Miami Dade

The foregoing instruments was acknowledged before me by means of D physical presence or online notarization this 09/10/25 (Date) by Javier Rodriguez (Name of officer or agent) as Managing Member (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 D has produced Personally Known 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 september 09 2025 (Date)

L Cmp (Official Notary Signature and Notary Seal)

LISETTE COMPANIONI (Name of Notary typed, printed or stamped)

Commission Number HH 383258 Commission Expiration Date 7-06-29

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF N/A County OF

The foregoing instrument was acknowledged before me by means of D 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 D 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 N/A 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 Dis personally known to me or D has produced as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this (Date)

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number Commission Expiration Date

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF N/A _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Bid 25-418 Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way Bid Sheet

No.	Item #	UoM	Approx Qty	Item	Unit Price In Figures	Total Amount
				ROADWAY ITEMS		
1	101 1	LS	1	MOBILIZATION	$ 100,000.00	$ 100,000.00
2	102 1	LS	1	MAINTENANCE OF TRAFFIC	$ 75,000.00	$ 75,000.00
3	102 3	CY	49.1	COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE	$ 100.00	$ 4,910.00
4	102 60	ED	11,020	WORK ZONE SIGN	$ 2.00	$ 22,040.00
5	102 71 13	LF	680	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	$ 68.00	$ 46,240.00
6	102 74 1	ED	3,400	CHANNELIZING DEVICE - TYPE I, II, DI, VP, DRUM, OR LCD	$ 1.00	$ 3,400.00
7	102 99	ED	1,498	PROTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	$ 15.00	$ 22,470.00
8	102 115	ED	530	TYPE III BARRICADE	$ 2.00	$ 1,060.00
9	104 10 3	LF	267	SEDIMENT BARRIER	$ 4.00	$ 1,068.00
10	104 11	LF	20	FLOATING TURBIDITY BARRIER	$ 10.00	$ 200.00
11	104 12	LF	555	STAKED TURBIDITY BARRIER	$ 4.00	$ 2,220.00
12	104 18	EA	2	INLET PROTECTION SYSTEM	$ 100.00	$ 200.00
13	110 1 1	AC	0.87	CLEARING & GRUBBING	$ 50,000.00	$ 43,500.00
14	110 4 10	SY	230	REMOVAL OF EXISTING CONCRETE	$ 50.00	$ 11,500.00
15	110 7 1	EA	10	MAILBOX, F&I	$ 200.00	$ 2,000.00
16	120 1	CY	777.5	REGULAR EXCAVATION	$ 64.00	$ 49,760.00
17	120 6	CY	293	EMBANKMENT	$ 74.00	$ 21,682.00
18	425 6	EA	5	VALVE BOXES, ADJUST	$ 1,500.00	$ 7,500.00
19	425 1521	EA	20	INLETS, DT BOT, TYPE C, <10'	$ 18,000.00	$ 360,000.00
20	425 1531	EA	5	INLETS, DITCH BOTTOM, TYPE C MODIFIED - BACK OF SIDEWALK, <10'	$ 14,000.00	$ 70,000.00
21	425 1585	EA	3	INLETS, DT BOT, TYPE H, PARTIAL	$ 10,000.00	$ 30,000.00
22	425 1910	EA	2.00	INLETS, CLOSED FLUME	$ 5,000.00	$ 10,000.00
23	430 174 124	LF	26.00	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD	$ 300.00	$ 7,800.00
24	430 175 118	LF	1374	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	$ 325.00	$ 446,550.00
25	430 175 260	LF	130	PIPE CULVERT, OPTIONAL MATERIAL, 60" S/CD	$ 600.00	$ 78,000.00
26	430 982 125	EA	2	MITERED END SECTION, OPTIONAL ROUND, 18" CD	$ 4,000.00	$ 8,000.00
27	430 982 643	EA	1	MITERED END SECTION, OPTIONAL ROUND, 60" CD	$ 10,000.00	$ 10,000.00
28	430 984 129	EA	2	MITERED END SECTION, OPTIONAL ROUND, 24" SD	$ 6,000.00	$ 12,000.00
29	515 1 1	LF	754	PIPE HANDRAIL - GUIDERAIL, STEEL	$ 243.00	$ 183,222.00
30	520 1 10	LF	503	CONCRETE CURB & GUTTER, TYPE F	$ 60.00	$ 30,180.00
31	522 2	SY	1813	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	$ 139.00	$ 252,007.00
32	524 1 1	SY	9.3	CONCRETE DITCH PAVEMENT, NON-REINFORCED, 3"	$ 100.00	$ 930.00
33	526 1 1	SY	18	PAVERS, ARCHITECTURAL, SIDEWALK	$ 100.00	$ 1,800.00
34	527 2	SF	139	DETECTABLE WARNINGS	$ 31.00	$ 4,309.00
35	570 1 2	SY	2450	PEREFORMANCE TURF, SOD	$ 14.00	$ 34,300.00
				SIGNING & PAVEMENT MARKING		
36	700 1 50	AS	6	SINGLE POST SIGN	$ 400.00	$ 2,400.00
37	710 90	LS	1	PAINTED PAVEMENT MARKING FINAL SURFACE	$ 4,000.00	$ 4,000.00

	*	LF	443	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 12"	XXX	
	*	LF	245	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 24"	XXX	
38	711 11 123	LF	443	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	$ 6.00	$ 2,658.00
39	711 11 125	LF	12	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR CROSSWALK	$ 20.00	$ 240.00
40	711 14 125	LF	233	THERMOPLASTIC, PREFORMED, WHITE, SOLID,24" FOR CROSSWALK	$ 28.00	$ 6,524.00
41	711 17 1	SF	22	THERMOPLASTIC, REMOVE EXIST. THERMO. PAVT. MARKINGS - SURFACE TO REMAIN	$ 10.00	$ 220.00
----------	----------	-----	--------	**STRUCTURE ITEMS**	----------	----------
42	400 4 11	CY	323.1	CONCRETE CLASS IV, RETAINING WALLS	$ 600.00	$ 193,860.00
43	415 1 3	LB	26,507	REINFORCING STEEL - RETAINING WALLS	$ 1.50	$ 39,760.50
----------	----------	-----	--------	**PROJECT CONTINGENCY**	----------	----------
	999-906	$	1	MISCELLANEOUS	$ 100,000.00	$ 100,000.00
				BASIS OF AWARD (ROADWAY + SIGNING & PAVEMENT MARKING + STRUCTURE + CONTINGENCY) TOTAL:		$ 2,303,510.50

Rogar Management & Consulting of of FL LLC

Company Name

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of FL)
County of Miami Dade SS)

Javier Rodriguez ,being first duly sworn, deposes and says that:

1. They are Managing Member of Rogar Management & Consulting of FL LLC, the Bidder that has submitted the attached Bid;

2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title Managing Member

Subscribed and sworn to before me this 09 day of SEPTEMBER 20 25

JAVIER RODRIGUEZ ROGAR MANAGEMENT & CONSULTING OF FL, LLC

MANAGING MEMBER

(Title)

My Commission expires 7-06-27

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 25-418

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid #25-418.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

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

Dated this 09 day of September, 20 25

Name of Firm Rogar Management & Consulting of FL LLC

By Javier Rodriguez

Managing Member
Title of Person Signing

Subscribed and sworn to before me this 09 day of SEPTEMBER, 2025

JAVIER RODRIGUEZ ROGAR MANAGEMENT & CONSULTING OF FL, LLC.

MANAGING MEMBER
(Title)

My Commission expires 7-06-27

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: 25-418
PROJECT NAME: Manie Avenue Sidewalk Project - LAP

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

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

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

Company Name: Rogar Management & Consulting of FL LLC

Signature	Title	Date
	Manging Member	09/15/2025

STATE OF: Florida COUNTY OF: Miami Dade

The foregoing instrument was signed and acknowledged before me this 09 day of September, 2025, by ____ who has produced
(Print or Type Name)

_____ as identification. (Type of Identification and Number)

Notary Public Signature

LISETTE COMPANIONI
Printed Name of Notary Public

HH 383258
Notary Commission Number/Expiration

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

September 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
BID 25-418

MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY
FINANCIAL MANAGEMENT NUMBER 446294-1-58-01

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

Contained within this addendum: Utility work schedule added, and questions and answers received.

To obtain a copy of the project utility work schedule please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "Bid 25-418, Maine Ave Sidewalk.zip", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

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

Signature: _____

Printed Name: Javier Rodriguez

Title: Managing Member

Company: Rogar Management & Consulting of FL LLC

BID 25-418
MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY
ADDENDUM #1

Question 1: If we as the prime bidder do not have FDOT prequalification in one or more of the areas identified, can the subcontractor that we plan to hire have it?

Answer: Required FDOT certifications can be covered by either the Prime Contractor or a Subconsultant. The Prime Consultant shall perform at least 51% of the project.

Question 2: Please confirm per the pre-construction meeting this job is Davis Bacon Related?

Answer: Concur this project is Davis Bacon Related.

Question 3: Please confirm per the pre-construction meeting this job is expected to start January – February 2026

Answer: Concur with a January/February 2026 anticipated NTP timeframe.

Question 4: Please confirm per the pre-construction meeting this job is FDOT off system?

Answer: Concur that this is an FDOT off-system project.

Question 5: Will TV and laser profiling be required for the storm drain?

Answer: Laser profiles and video inspections are required for pipes under 48" diameter.

Question 6: Will the prime contractor be required to have a QC manager?

Answer: QC testing will be required by the contractor. The CEI will be responsible for QC verification.

Question 7: Please confirm per the pre-construction meeting this job will not be required to utilize the FDOT MAC system?

Answer: Concur that FDOT MAC system is not required.

Question 8: Can the County please provide a schedule of trees that are required to be removed?

Answer: ***Tree assessment:***

Location	***Size***
STA. 49+90 –	***1x 6" tree (Oak)***
STA. 49+95-	***1x 8" tree***

STA. 50+30- 2x 5" trees and 1x 9" tree
STA. 51+00 1x 9" tree
STA. 51+80: 1x 36" tree
STA. 51+85: 1x 18" tree
STA. 52+00: 1x 42" tree
STA. 52+10: 1x 18" tree
STA. 52+60: Cluster of 4x16" trees
STA. 52+95: 1x 36" tree
STA. 53+00: 1x 6" tree
STA. 53+05: 1x 24" tree
STA. 53+35: 1x 8" tree
STA. 53+55: 1x overturned 12" tree
STA. 53+70: 1x 30" tree
STA. 53+95: Cluster of 8-10 <6" diameter trees
STA. 54+05-54+10: 2x overturned 8" diameter trees

Question 9: Can the County provide a lay down area near the project?

Answer: The County has right-of-way available along the south side of Maine Avenue east Reynolds Avenue.

Question 10: Please confirm per the pre-construction meeting that concrete pipe is the only allowed material to be used for the drainage work?

Answer: Per Plan Sheet 7, Optional Materials Tabulation, all storm drainpipes shall be Reinforced Concrete Pipe Class II or Elliptical Reinforced Concrete Pipe Class II.

Question 11: Iowa Road, Augusta Avenue and Donna Drive all have storm drain shown to be installed across the asphalt roadway. I do not see any plan on limits or bid items to repair the road after the drainage pipes are installed?

Answer: All work and items associated with the pipe installation is incidental to cost of the pipe installation. The contractor's bid price should include the pavement cost.

Question 12: The concrete driveways along Maine Avenue from Hutchins Street to 2827 Maine Avenue do not have concrete aprons and are not shown to have concrete aprons to be installed but the rest of the job does have them. Please advise?

Answer: Please construct driveway as shown in the plans.

Question 13: Can you please provide a utility work schedule for the utility owner that have to move their utilities?

Answer: The Utility Work Schedule documents have been added to the FTP site. The schedule is as follows:

- Spectrum – 4 days
- Lakeland Electric – 12 days
- Lakeland Water – 60 days
- Winter Haven Water – 5 days

- Frontier – 4 days
- TECO Peoples Gas – 2 days

Question 14: BSU-2 is required to submit with the bid that page number is not in the bid documents?

Answer: BSU-1 through BSU-5 and the Bid Sheet are required to be submitted. They can be found on PDF pages 135-141 in the Bid 25-418 Bid Package document.

Question 15: Page 4 of the plans shows Typical section 47+54 to 55+37 to have 4" concrete sidewalks and the plans does not have a 4" concrete sidewalk pay item?

Answer: The 4" shown on sheet 4 is incorrect. All sidewalk is to be 6" thick. Please see General Note number 13 on sheet 8.

Question 16: Can an asphalt pay item be added for a curb pad so if it's not needed it will not be invoiced?

Answer: The cost for the curb pad should be included in the unit price for the curb and gutter.

Question 17: Is the asphalt for the proposed curb included in the curb price?

Answer: The cost for the curb pad should be included in the unit price for the curb and gutter.

Question 18: Please confirm that RCP is the only pipe acceptable?

Answer: Reinforced Concrete Pipe (RCP) is the only pipe acceptable on this project; please see sheet 7 of the plans.

Question 19: Who will be the CEI for this project?

Answer: The CEI for this project has not been selected yet.

Question 20: Will inlet protection for new structures be paid for under bid item 104-18 Inlet protection or are they to be included in the price for new structures?

Answer: The inlet protection is for the existing structures, the cost for the new structures includes the price of the inlet protection.

Question 21: Is a post construction video required?

Answer: Yes, post construction video is required for all pipe installations.

Question 22: Are certified payrolls required due to the federal funding?

Answer: The bid does require certified payrolls.

Question 23: Is OJT Required for this project?

Answer: No.

Question 24: Can bid items along with descriptions (for thickness) be added for stabilization, road base and asphalt? These road work items will be needed for crossing Iowa Rd. Augusta Ave. and Donna Dr. with the new storm drainage?

Answer: The asphalt associated with the pipe replacement is incidental to the unit price of the pipe. The pipe trench should be backfilled and compacted and the last 2" of asphalt should match existing pavement. The cutting of existing pavement is also incidental and should be included in the pipe unit cost.

Question 25: At station 45+10 the plans show for the existing driveway to remain per the legend hash marks. But the new storm is shown to be installed under this driveway, and the existing storm pipe will need to be removed. Is this correct?

Answer: The driveway located at station 45+10 is a dirt driveway and the plans indicate that the new pipe will be install and the drive will remain a dirt driveway.

Question 26: From station 49+00 to 55+00, do any of the trees on the south side of the power lines need to be removed? The plans don't call for any of these trees to be removed and there is no way to determine the exact location prior to survey?

Answer: All trees within the Right of Way that will prevent the construction of the work are to be removed and should be paid for under Clearing and Grubbing.

Question 27: In reference to Bid Item 430-175-260 Pipe Culvert Round 60", can this item be changed to 48" x 76" ERCP to match the plans?

Answer: The pay item 430-175-260 (60" other) represent 48"x76" ERCP. The phrase "other" means elliptical.

Question 28: Does the proposed 48" x 76" MES (S-30) need to have bar grates like the existing MES has?

Answer: The bars are not required for larger pipes.

Question 29: Does SD-1 or SD-2 require bar grates?

Answer: Yes, SD-1 & SD-2 needs bar grates.

Question 30: Is a project sign required?

Answer: Yes, a project sign is required.

Question 31: Will the City of Lakeland adjust all waterlines and services that are in conflict?

Answer: Yes, the City of Lakeland Water will adjust all waterlines and service laterals. Please see the Utility Work Schedule for Lakeland Water.

Question 32: If the City's work is to be completed during construction, the City will need to provide the number of days required for their work so the contractor can account for additional MOT and down time while waiting on the City to perform this work?

Answer: Please see the Utility Work Schedules for utility adjustments before and during construction.

Question 33: The detail on plan sheet 18 shows 8" of limerock under the proposed pavers and 5' sidewalk. Is this limerock to be included in the price of the pavers?

Answer: Yes, the limerock is to be included in the price of the pavers.

Question 34: Is 8" limerock required beneath the proposed 5' concrete sidewalk for the entire length or just at the paver driveway per the detail on plan sheet 18?

Answer: Limerock is not needed under the entire length of the 5' sidewalk only in the location/areas of the driveways.

Question 35: Can details for the temporary wall be provided? The locations for these walls are shown on plan sheets W-8 & W-9 and referenced on plan sheet 58 Phase II of the Typical Section of the MOT. The depth of this temporary wall needs to be designed by the engineer based on soil conditions?

Answer: The temporary walls are considered non-critical due to the distance between the wall and live traffic. The design is the responsibility of the contractor.

Question 36: Is vibration monitoring required for installing the temporary wall?

Answer: Vibration monitoring is not required.

Question 37: In reference to the temporary wall chart on plan sheet 62, the stations and lengths for Wall #7 & Wall #8 don't match the correct stations as shown on plan sheets W-8 and W-9. The walls are longer. Can this be corrected?

Answer: Use wall limits shown on sheets W-8 and W-9.

Question 38: Under what bid item should grading the special ditch be included, this is a substantial amount of ditch to grade? Can a grading item be added?

Answer: The regrading of the ditch behind the wall is covered under pay item 120-6 which is Embankment.

Question 39: Why is S-33 lid being removed and replaced? The elevation of the existing lid is the same as the proposed?

Answer: Please see Drainage Detail Sheet for the modification of the top to allow construction of the sidewalk. This is for S-31, S-32 & S-33.

Question 40: At station 54+25 the proposed Retaining Wall will be right next to the existing power pole and down guys. These down guys will be exposed to form and pour the retaining wall. Has this been addressed in the design process with the power company? The power company will need to support this pole but will not have room to place a truck within the construction area due to the lack of space?

Answer: The Utility Agency Owner will adjust during or before the wall is constructed. Please see the Utility Work Schedules.

Question 41: Has the County taken into consideration that the existing roadway is failing and there are multiple cracks along this section of roadway. The contractor will be required to operate machinery along this roadway and the potential for road failure is extremely high, especially within the area of the Retaining Wall. Please confirm that the contractor will not be responsible for the continued deterioration of Maine Ave.

Answer: Contractor will not be responsible.

Question 42: In reference to bid item 526-1-1, the current paver driveway has concrete from the edge of pavement back to the homeowner's property line. Can this not be put back like it is by using concrete? The current pavers are extremely old and will be impossible to match. Additionally, the County typically doesn't allow pavers to be installed within there right of way leading up to the edge pf pavement?

Answer: The Contractor should construct a driveway as shown in the plans.

Question 43: Is underdrain required along the inside of the retaining wall as shown in the FDOT Index?

Answer: Underdrain is required per Index 400-010.

Question 44: Can a bid item for unsuitable material be added? We installed the existing elliptical pipe at station 56+00 and all the soil encountered was unsuitable "High Organics". The area of the proposed Retaining Wall is within a wetland and all the excavated material will be unsuitable for backfill?

Answer: Contractors should bid the project based on the quantities for excavation and embankment shown in the plans and the bid tab sheet. Unsuitable material quantities will be identified, quantified, and addressed during construction.

Question 45: What are the warranty requirements?

Answer: Warranty requirements are detailed in Article 15.

September 8, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
BID 25-418

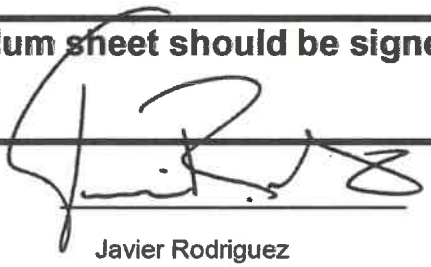
MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY
FINANCIAL MANAGEMENT NUMBER 446294-1-58-01

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

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, September 17, 2025, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

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

Signature: 

Printed Name: Javier Rodriguez

Title: Managing Member

Company: Rogar Management & Consulting of FL LLC

PART D - EXHIBITS

EXHIBIT I

BID BOND

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

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid 25-418 - Maine Avenue Sidewalk Project (LAP)

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 10th day of September 2025.

ATTEST:

Witness

Witness

PRINCIPAL: Rogar Management & Consulting of Florida, LLC.
12011 SW 129 CT Unit #5
Miami, FL 33186

BY: _____ (SEAL)
Authorized Signature (Principal)

Javier Rodriguez
Printed Name

Manager
Title of Person Signing Above

ATTEST:

Witness - Kasandra Titus

Witness - Jeffrey Mervine

SURETY: Great American Insurance Company
Printed Name

BY: _____
Attorney in Fact

Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent
Printed Name

301 E 4th Street
Cincinnati, OH 45202
Business Address

Inquiries: (321) 800-6594

NOTES:
1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 22626

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE	ALL OF	ALL
JESSIE SLOAN	ORLANDO, FLORIDA	$100,000,000
HALLIE MARTIN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of MAY , 2025

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 23RD day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of September , 2025 .

Assistant Secretary

S102SAJ (04/25)

FDOT
Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 26,2025

ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
12011 SW 129 COURT
MIAMI, FLORIDA 33186

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:
BRIDGE PAINTING, DRAINAGE, FENCING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, PAVEMENT MARKING, ROADWAY SIGNING, SIDEWALK, Retaining Wall, Soundwall Repair, Tree Removal, Tree Trimming, Rehabilitation of Slope Pavement.

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

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

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

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

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

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

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Contractor License Information

Contractor Number:	10BS00645
Contractor name:	ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
Address:	12011 SW 129 CT STE 5
City, St, Zip:	MIAMI FL 33186
Phone:	(786) 573-1872
Other Phone:	
Fax:	(305) 397-2706
Email:	ROGARLLC@GMAIL.COM
D/B/A:	
Contractor Status:	ACTIVE

Class	Category	Category Description	Expiration Date
BLDG	11	CONCRETE FINISHING	09/30/2026
BLDG	20	FLOORING	09/30/2026
BLDG	27	MASON&DECORATIVE FEN	09/30/2026
BLDG	78	PAINTING	09/30/2026

CONTRACTOR INQUIRY COMPLETE

BCCO Contractor Inquiry and Complaint Search | BCCO Home Page | State License Search Menu

Home | About | Phone Directory | Privacy | Disclaimer

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;

STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether prime or subcontracts; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1 CLASSES OF WORK	2 DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	3 CONTRACT (OR SUBCONTRACT) AMOUNT	4 AMOUNT SUBLET TO OTHERS	5 BALANCE OF CONTRACT AMOUNT	6 UNCOMPLETED AMOUNT TO BE DONE: BY APPLICANT	7
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Concrete Drainage & Repairs	E1V93-R2 - Manatee	$ 870,464.34	$ -	$ 81,685.50	$ 81,685.50	
Retro Reflective Pavement Markings	E1V87-R2 - Desoto, Hardee, Highlands	$ 98,226.00	$ -	$ 41,884.74	$ 41,884.74	
Retro Reflective Pavement Markings	E1W48-R1 Polk	$ 156,376.34	$ -	$ 1.12	$ 1.12	
Drainage Improvements	E1W94 - Polk	$ 790,201.75	$ -	$ 517,117.85	$ 517,117.85	
Concrete Repairs	E1W2-R1 - Desoto, Hardee	$ 215,800.00	$ -	$ 152,334.84	$ 152,334.84	
Roadside Ditches	E1X19 - Polk	$ 275,000.00	$ -	$ 200.65	$ 200.65	
Bridges Painting	E1X27-R0 - Desoto, Glades, Hendry	$ 98,351.00	$ -	$ 2.53	$ 2.53	
Performance Storm Water Pond	E1X28 - Lee	$ 171,734.00	$ -	$ 42,933.66	$ 42,933.66	
Ditch Repair	E1X45-R0 - Manatee	$ 83,184.00	$ -	$ 44.66	$ 44.66	
Drainage Improvements	E1W97 - Polk	$ 552,604.87	$ -	$ 552,604.87	$ 552,604.87	
Retro Reflective Pavement Markings	E1X55-R0 - Glades, Hendry	$ 21,839.04	$ -	$ 21,839.04	$ 21,839.04	
Pavement Block Installation	E1X95 - Manatee	$ 676,032.00	$ -	$ 676,032.00	$ 676,032.00	
Sod Installation	E2106-R1 - DISTRICT WIDE	$ 132,866.75	$ -	$ 98,267.40	$ 98,267.40	
Retro Reflective Pavement Markings	E3N44-R1 - Hermes, Walton, Washington	$ 150,000.00	$ -	$ 0.26	$ 0.26	
Non-Paved Ditch Clean & Reshape	E3Y26 - Jackson, Washington	$ 350,000.00	$ -	$ 126,750.75	$ 126,750.75	
Retro Reflective Pavement Markings	E4W26-R2 - Broward	$ 350,000.00	$ -	$ 288,810.82	$ 288,810.82	
MPDE Drainage Corrective Actions	E4W30-R2 - Broward	$ 450,000.00	$ -	$ 384,103.00	$ 384,103.00	
Pavement Markings	E4W91-R1 - Broward	$ 669,340.00	$ -	$ 218,206.34	$ 218,206.34	
Miscellaneous Construction - 2 Year	E4X13 - Broward	$ 1,000,000.00	$ -	$ 880,934.44	$ 880,934.44	
Retro Reflective Pavement Markings	E4X22-R1 - St. Lucie, Martin, Indian River	$ 50,000.00	$ -	$ 32,966.46	$ 32,966.46	
Spot Asphalt Repair	E4X67-R0 - West Palm Beach	$ 200,000.00	$ -	$ 200,000.00	$ 200,000.00	
Single Mast Arm Cleaning - 2 Year	E4X73 - Dist/ST Wide	$ 900,000.00	$ -	$ 900,000.00	$ 900,000.00	
Traffic Ops Raychem Retrofit-Rtn- 2 Year	E5T78 - Dist/ST Wide	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	
RPMS & Delineators Installation	E6G73-R2 - Miami-Dade	$ 300,000.00	$ -	$ 136,540.61	$ 136,540.61	
Retro Reflective Pavement Markings	E6P04-R1 - Miami-Dade	$ 200,000.00	$ -	$ 73,459.60	$ 73,459.60	
Drainage Improvements - 2 year contract	E6Q60 - Miami-Dade	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	
Asphalt Repair	E6P51-R0 - Miami-Dade	$ 135,000.00	$ -	$ 102,732.64	$ 102,732.64	
Inlet Top Replacement	E6P71-R0 - Miami-Dade	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	
Roadside Shoulder Maintenance	E7T72-R2 - Citrus, Hernando, Pasco	$ 849,999.61	$ -	$ 221,288.55	$ 221,288.55	
Outfall Road Ditch Maintenance	E7Q64-R1 - Hernando, Pasco	$ 580,000.00	$ -	$ 56.48	$ 56.48	
Concrete Repairs	E7Q80-R1 - Citrus, Hernando, Pasco	$ 350,000.00	$ -	$ 350,000.00	$ 350,000.00	
RPM Replacement	E8V37-R1 - Miami-Dade, Turnpike	$ 154,571.40	$ -	$ 154,571.40	$ 154,571.40	
RPM Replacement	E8V38-R1 - Miami-Dade, Broward, Turnpike	$ 278,981.40	$ -	$ 278,981.40	$ 278,981.40	
Roadside Barrier Wall Cleaning & Coating	E8V87-R0 - Broward, Miami-Dade, Palm Beach	$ 256,001.90	$ -	$ 172,108.70	$ 172,108.70	
			DOT WORK	$ 8,956,283.25		
				(Col. 5 Subtotal)		
CLASSES OF WORK	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT		
			OTHER WORK	$		
				(Col. 5 Subtotal)		
PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE						
				TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU	$ 8,956,283.25	$
				GRAND TOTAL	$	$ 8,956,283.25

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest $100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

Total of Columns 6 and 7 Must Be Filled In and Must Agree with Subtotal Attachment(s), If Completed.

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

-THIS IS NOT A BILL - DO NOT PAY

5593406

RECEIPT NO.
RENEWAL
5833372

BUSINESS NAME/LOCATION
ROGAR MANAGEMENT &
CONSULTING OF FLORIDA LLC
12011 SW 129TH CT UNIT 5
MIAMI, FL 33186-6933

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
ROGAR MANAGEMENT &
CONSULTING OF FLORIDA LLC
C/O JAVIER RODRIGUEZ MGR

SEC. TYPE OF BUSINESS
212 CONSULTANT

PAYMENT RECEIVED BY TAX COLLECTOR
100.00 07/23/2025
PTBTC-25-130679

LBT

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami-Dade Code Sec 8a-276.

For more information, visit mdctaxcollector.gov

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

-THIS IS NOT A BILL - DO NOT PAY

5593406

RECEIPT NO.
RENEWAL
7468323

BUSINESS NAME/LOCATION
ROGAR MANAGEMENT &
CONSULTING OF FLORIDA LLC
12011 SW 129TH CT UNIT 5
MIAMI, FL 33186-6933

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
ROGAR MANAGEMENT &
CONSULTING OF FLORIDA LLC
C/O JAVIER RODRIGUEZ MGR
Worker(s) 1

SEC. TYPE OF BUSINESS
196 SPECIALTY BUILDING CONTRACTOR

10BS00645

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 07/23/2025
PTBTC-25-130679

LBT

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit mdctaxcollector.gov

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

-THIS IS NOT A BILL - DO NOT PAY

7154875

RECEIPT NO.
RENEWAL
7431711

BUSINESS NAME/LOCATION
ROGAR MANAGEMENT &
CONSULTING OF FLORIDA LLC
12011 SW 129TH CT UNIT 6
MIAMI, FL 33186-6933

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
ROGAR MANAGEMENT &
CONSULTING OF FLORIDA LLC
C/O JAVIER RODRIGUEZ MGR

SEC. TYPE OF BUSINESS
212 CONSULTANT

PAYMENT RECEIVED BY TAX COLLECTOR
100.00 07/23/2025
PTBTC-25-130679

LBT

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit mdctaxcollector.gov

Detail by Entity Name

Florida Limited Liability Company
ROGAR MANAGEMENT & CONSULTING OF FLORIDA, L.L.C.

Filing Information

Document Number	L05000069174
FEI/EIN Number	74-3148751
Date Filed	07/13/2005
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/22/2005
Event Effective Date	NONE

Principal Address

12011 SW 129 CT UNIT #5
MIAMI, FL 33186

Changed: 02/02/2011

Mailing Address

12011 SW 129 CT UNIT #5
MIAMI, FL 33186

Changed: 02/02/2011

Registered Agent Name & Address

JAVIER, RODRIGUEZ
12011 SW 129 COURT
UNIT 5
MIAMI, FL 33186

Name Changed: 04/17/2008

Address Changed: 01/31/2011

Authorized Person(s) Detail

Name & Address

Title MGR

RODRIGUEZ, JAVIER
12011 S W 129 CT UNIT #5
MIAMI, FL 33186

Annual Reports

Report Year	Filed Date
2021	01/29/2021
2022	01/26/2022
2023	01/23/2023

Document Images

01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
01/29/2021 -- ANNUAL REPORT	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
06/12/2018 -- ANNUAL REPORT	View image in PDF format
02/02/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
03/19/2015 -- ANNUAL REPORT	View image in PDF format
03/11/2014 -- ANNUAL REPORT	View image in PDF format
03/13/2013 -- ANNUAL REPORT	View image in PDF format
07/06/2012 -- ANNUAL REPORT	View image in PDF format
04/29/2011 -- ANNUAL REPORT	View image in PDF format
02/02/2011 -- ADD CHG	View image in PDF format
01/31/2011 -- Reg. Agent Change	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
03/05/2009 -- ANNUAL REPORT	View image in PDF format
04/17/2008 -- ANNUAL REPORT	View image in PDF format
05/29/2007 -- Reg. Agent Change	View image in PDF format
02/05/2007 -- ANNUAL REPORT	View image in PDF format
01/23/2006 -- ANNUAL REPORT	View image in PDF format
11/22/2005 -- Amendment	View image in PDF format
07/13/2005 -- Florida Limited Liabilites	View image in PDF format

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ROGAR MANAGEMENT & CONSULTING OF FL LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

12011 SW 129TH CT UNIT 5

Requester's name and address (optional)

6 City, state, and ZIP code

MIAMI, FL 33186

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	4	–	3	1	4	8	7	5	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 01/16/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

Date: 9/8/2025

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
		GENERAL LIABILITY Commercial General Liability Claims Made ☐ Occur ☐ General aggregate limit applies per: Policy ☐ Project ☐ LOC ☐				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2025	01/01/2026	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 90-68-296

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Rogar Management & Consulting of Florida, L.L.C.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name:

ISSUE 09-08-25 (KLT)

Begin Date: 11/11/2019

CERTIFICATE HOLDER

POLK COUNTY, A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
P.O. BOX 9005, DRAWER AS05
BARTOW, FL 33830

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2025

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PRODUCER	CONTACT NAME: Amanda Nogues	
Eastern Insurance Group, Inc. 7400 SW 50th Terrace Suite 100 Miami FL 33155	PHONE (A/C, No, Ext): (305) 595-3323	FAX (A/C, No): (305) 595-7135
	E-MAIL ADDRESS: amanda.nogues@eigrisk.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	24856
INSURER B: Landmark American Insurance Company	33138
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Rogar Management & Consulting of Florida LLC
12011 SW 129 Ct, Unit 5
Miami FL 33186

COVERAGES **CERTIFICATE NUMBER:** 2024 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			CA000043712-04	11/18/2024	11/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 150,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			LHA603789	11/18/2024	11/18/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/12/2025

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PRODUCER StateFarm Carlos Luis 6001 Bird Rd Miami FL 331555209	CONTACT NAME: Carlos Luis PHONE (A/C, No, Ext): 305-663-2300 FAX (A/C, No): E-MAIL ADDRESS: carlos.luis.lr6z@statefarm.com
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	
INSURED ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC 12011 SW 129TH CT UNIT 5 MIAMI FL 331866933	

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

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	P77 7017-E18-59A	05/18/2025	11/18/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

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

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER StateFarm Carlos Luis 6001 Bird Rd Miami FL 331555209	CONTACT NAME: Carlos Luis PHONE (A/C, No, Ext): 305-663-2300 FAX (A/C, No): E-MAIL ADDRESS: carlos.luis.lr6z@statefarm.com
INSURED ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC 12011 SW 129TH CT UNIT 5 MIAMI FL 331866933	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ $ $ $ $ $ $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	P80 1234-E18-59A P80 1236-E18-59A P80 1235-E18-59A	05/18/2025 05/18/2025 05/18/2025	11/18/2025 11/18/2025 11/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ $ 1,000,000 $ 1,000,000 $ 1,000,000 $
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE [blank]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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P.O. Box 9005, Drawer AS05
Bartow FL 33830

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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PRODUCER State Farm Carlos Luis 6001 Bird Rd Miami FL 331555209	CONTACT NAME: Carlos Luis PHONE (A/C, No, Ext): 305-663-2300 FAX (A/C, No): E-MAIL ADDRESS: carlos.luis.lr6z@statefarm.com
INSURED ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC 12011 SW 129TH CT UNIT 5 MIAMI FL 331866933	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	K84 4215-E18-59 K84 4250-E18-59 K84 4220-E18-59 K84 4226-E18-59	05/18/2025 05/18/2025 05/18/2025 05/18/2025	11/18/2025 11/18/2025 11/18/2025 11/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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Bid 25-418 Maine Ave Sidewalk from Combee Rd to Park St & Iowa Rd to Wanda Way Bid Sheet

No.	Item #	UoM	Approx Qty	Item	Unit Price In Figures	Total Amount
				ROADWAY ITEMS		
1	101 1	LS	1	MOBILIZATION	$ 100,000.00	$ 100,000.00
2	102 1	LS	1	MAINTENANCE OF TRAFFIC	$ 75,000.00	$ 75,000.00
3	102 3	CY	49.1	COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE	$ 100.00	$ 4,910.00
4	102 60	ED	11,020	WORK ZONE SIGN	$ 2.00	$ 22,040.00
5	102 71 13	LF	680	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	$ 68.00	$ 46,240.00
6	102 74 1	ED	3,400	CHANNELIZING DEVICE - TYPE I, II, DI, VP, DRUM, OR LCD	$ 1.00	$ 3,400.00
7	102 99	ED	1,498	PROTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	$ 15.00	$ 22,470.00
8	102 115	ED	530	TYPE III BARRICADE	$ 2.00	$ 1,060.00
9	104 10 3	LF	267	SEDIMENT BARRIER	$ 4.00	$ 1,068.00
10	104 11	LF	20	FLOATING TURBIDITY BARRIER	$ 10.00	$ 200.00
11	104 12	LF	555	STAKED TURBIDITY BARRIER	$ 4.00	$ 2,220.00
12	104 18	EA	2	INLET PROTECTION SYSTEM	$ 100.00	$ 200.00
13	110 1 1	AC	0.87	CLEARING & GRUBBING	$ 50,000.00	$ 43,500.00
14	110 4 10	SY	230	REMOVAL OF EXISTING CONCRETE	$ 50.00	$ 11,500.00
15	110 7 1	EA	10	MAILBOX, F&I	$ 200.00	$ 2,000.00
16	120 1	CY	777.5	REGULAR EXCAVATION	$ 64.00	$ 49,760.00
17	120 6	CY	293	EMBANKMENT	$ 74.00	$ 21,682.00
18	425 6	EA	5	VALVE BOXES, ADJUST	$ 1,500.00	$ 7,500.00
19	425 1521	EA	20	INLETS, DT BOT, TYPE C, <10'	$ 18,000.00	$ 360,000.00
20	425 1531	EA	5	INLETS, DITCH BOTTOM, TYPE C MODIFIED - BACK OF SIDEWALK, <10'	$ 14,000.00	$ 70,000.00
21	425 1585	EA	3	INLETS, DT BOT, TYPE H, PARTIAL	$ 10,000.00	$ 30,000.00
22	425 1910	EA	2.00	INLETS, CLOSED FLUME	$ 5,000.00	$ 10,000.00
23	430 174 124	LF	26.00	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD	$ 300.00	$ 7,800.00
24	430 175 118	LF	1374	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	$ 325.00	$ 446,550.00
25	430 175 260	LF	130	PIPE CULVERT, OPTIONAL MATERIAL, 60" S/CD	$ 600.00	$ 78,000.00
26	430 982 125	EA	2	MITERED END SECTION, OPTIONAL ROUND, 18" CD	$ 4,000.00	$ 8,000.00
27	430 982 643	EA	1	MITERED END SECTION, OPTIONAL ROUND, 60" CD	$ 10,000.00	$ 10,000.00
28	430 984 129	EA	2	MITERED END SECTION, OPTIONAL ROUND, 24" SD	$ 6,000.00	$ 12,000.00
29	515 1 1	LF	754	PIPE HANDRAIL - GUIDERAIL, STEEL	$ 243.00	$ 183,222.00
30	520 1 10	LF	503	CONCRETE CURB & GUTTER, TYPE F	$ 60.00	$ 30,180.00
31	522 2	SY	1813	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	$ 139.00	$ 252,007.00
32	524 1 1	SY	9.3	CONCRETE DITCH PAVEMENT, NON-REINFORCED, 3"	$ 100.00	$ 930.00
33	526 1 1	SY	18	PAVERS, ARCHITECTURAL, SIDEWALK	$ 100.00	$ 1,800.00
34	527 2	SF	139	DETECTABLE WARNINGS	$ 31.00	$ 4,309.00
35	570 1 2	SY	2450	PEREFORMANCE TURF, SOD	$ 14.00	$ 34,300.00
				SIGNING & PAVEMENT MARKING		
36	700 1 50	AS	6	SINGLE POST SIGN	$ 400.00	$ 2,400.00
37	710 90	LS	1	PAINTED PAVEMENT MARKING FINAL SURFACE	$ 4,000.00	$ 4,000.00

	•	LF	443		PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 12"	XXX	
	•	LF	245		PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 24"	XXX	
38	711 11 123	LF	443		THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	$ 6.00	$ 2,658.00
39	711 11 125	LF	12		THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR CROSSWALK	$ 20.00	$ 240.00
40	711 14 125	LF	233		THERMOPLASTIC, PREFORMED, WHITE, SOLID,24" FOR CROSSWALK	$ 28.00	$ 6,524.00
41	711 17 1	SF	22		THERMOPLASTIC, REMOVE EXIST. THERMO. PAVT. MARKINGS - SURFACE TO REMAIN	$ 10.00	$ 220.00
---	---	---	---		**STRUCTURE ITEMS**	---	---
42	400 4 11	CY	323.1		CONCRETE CLASS IV, RETAINING WALLS	$ 600.00	$ 193,860.00
43	415 1 3	LB	26,507		REINFORCING STEEL - RETAINING WALLS	$ 1.50	$ 39,760.50
---	---	---	---		**PROJECT CONTINGENCY**	---	---
	999-906	$	1		MISCELLANEOUS	$ 100,000.00	$ 100,000.00
					BASIS OF AWARD (ROADWAY + SIGNING & PAVEMENT MARKING + STRUCTURE + CONTINGENCY) TOTAL:		$ 2,303,510.50

Company Name

PART D - EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Rogar Management & Consulting of Florida, LLC. (hereinafter called the Principal) and Great American Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Ohio ,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 $2,303,510.50 dollars ($ 5%) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid 25-418 - Maine Avenue Sidewalk Project (LAP)

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 10th day of September 2025 .

ATTEST:

Randy Padilla
Witness

Alina Garcia
Witness

PRINCIPAL: Rogar Management & Consulting of Florida, LLC.
12011 SW 129 CT Unit #5
Miami, FL 33186

BY: _____ (SEAL)
Authorized Signature (Principal)

Javier Rodriguez
Printed Name

Manager
Title of Person Signing Above

ATTEST:

Witness - Kasandra Titus

Witness - Jeffrey Mervine

SURETY: Great American Insurance Company
Printed Name

BY: _____
Attorney in Fact

Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent
Printed Name

301 E 4th Street
Cincinnati, OH 45202
Business Address

Inquiries: (321) 800-6594

NOTES:
1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 22626

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE JESSIE SLOAN HALLIE MARTIN	ALL OF ORLANDO, FLORIDA	ALL $100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of MAY , 2025 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 23RD day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of September , 2025 .

Assistant Secretary

S1029AJ (04/25)

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

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

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

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

Contractor's Name: Rogar Management & Consulting of FL, LLC.
Address: 12011 SW 129th CT, Unit 5, Miami, FL 33186

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

YES✓ NO

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

YES✓ NO

3. Bidder has filed all compliance reports due under applicable instructions:

YES✓ NO

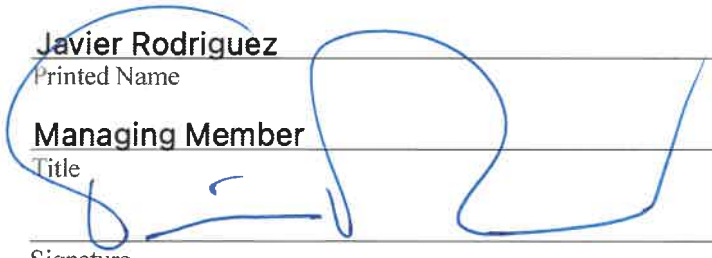
4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

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

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

Javier Rodriguez
Printed Name

Managing Member
Title



Signature

1/26/26
Date

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that _____ does: (Name of Business)

Rogar Management & Consulting of FL, LLC.

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

1/26/26

Date

EXHIBITX

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

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

Dated this 26 day of January, 20 26

Name of Firm Rogar Management & Consulting of FL, LLC.

By _____

Managing Member

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This 26 day of January 20 26

Notary Public: _____

My Commission Expires: 7/06/27

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

EXHIBIT XXIV
CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONISBILITY MATTERS

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

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

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

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

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

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

SIGNATURE: _____

COMPANY NAME: Rogar Management & Consulting of FL, LLC.

DATE: 1/26/26

EXHIBIT XXV

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 Rogar Management & Consulting of FL, LLC. 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, Rogar Management & Consulting of FL, LLC., 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

Javier Rodriguez - Managing Member
Name and Title of Contractor's Authorized Official

1/26/26
Date

SCRUTINIZED COMPANIES CERTIFICATION

EXHIBIT XXI

(Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid 25-418

PROJECT NAME: Maine Ave Sidewalk Project (LAP)

The undersigned, as managing member of Rogar Management & Consulting of FL, LLC. (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).

(v) The undersigned is duly authorized to execute this Certification by and on behalf of the Contractor.

Executed this 26 day of January, 20 26.

ATTEST:

By: _____
PRINTED NAME: Randy Padilla
Its: Witness

Rogar Management & Consulting of FL, LLC.
a Limited Liability Company

By: _____
PRINTED NAME: Javier Rodriguez
Its: Managing Member

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
EXHIBIT XXV
(Florida Statutes, Section 448.095)

PROJECT NAME: 25-418 - Maine Ave Sidewalk Project (LAP)

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 26 day of January, 2026

ATTEST:

By: _____
PRINTED NAME: Randy Padilla
Its: Witness

CONTRACTOR:

By: _____
PRINTED NAME: Javier Rodriguez
Its: Managing Member

Exhibit XXVI Affidavit Regarding the Use of Coercion for Labor or Services

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

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Javier Rodriguez - Managing Member (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.

Rogar Management & Consulting of FL, LLC.
NONGOVERNMENTAL ENTITY

SIGNATURE

Javier Rodriguez
PRINT NAME

Managing Member
TITLE

1/26/26
DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Rogar Management & Consulting of FL, LLC.

By: ----------

Date: 1/26/26

Title: Managing Member

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 any federal 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 Section 1352, Title 31, U.S. Code. 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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Rogar Management & Consulting of FL, LLC.

By: Javier Rodriguez Date: 1/26/26

Authorized Signature: _____

Title: Managing Member

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☑
If *no,* then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: Quarter: Date of last report: (mm/dd/yyyy)

4. Name and Address of Reporting Entity: 0 Prime 0 Subawardee Tier *if known:* Rogar Management & Consulting of FL, LLC. 12011 SW 129th Ct Unit 5 Miami, FL 33186 Congressional District, *if known:* 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, *if known:*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:*
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: Print Name: Javier Rodriguez Title: Managing Member Telephone No.: 786-573-1872 Date (mm/dd/yyyy): 1/26/26

Standard Form LLL (Rev. 7-97)
Authorized for Local Reproduction

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid 0MB Control Number. The valid 0MB control number for this information collection is 0MB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on 9/17/25
(Letting Date)

Fill in your FDOT Vendor Number
VF

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ 6,926,419.66

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Rogar Management & Consulting of FL, LLC.
NAME OF FIRM

By: _____
Managing Member
Title

Sworn to and subscribed this 26 day of January, 2026

STATUS OF CONTRACTS ON HAND Give

full information about all of your contracts, whether prime or subcontracts;
whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
CLASSES OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT	
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Retro Reflective Pavement Markings	E1W48-R2 Polk	$ 81,772.34	$ -	$ 81,772.34	$ 81,772.34	
Drainage Improvements	E1W94 - Polk	$ 790,201.75	$ -	$ 4,212.57	$ 4,212.57	
Concrete Repairs	E1X02-R1 - Desoto, Hardee	$ 215,800.00	$ -	$ 43,085.66	$ 43,085.66	
Roadside Ditches	E1X19-R1 - Polk	$ 275,000.00	$ -	$ 184,215.87	$ 184,215.87	
Bullnose Painting	E1X37-R0 - Desoto, Glades, Hendry	$ 18,361.00	$ -	$ 2.53	$ 2.53	
Performance Storm Water Pond	E1X38 - Lee	$ 171,734.00	$ -	$ 171,733.32	$ 171,733.32	
Ditch Repair	E1X45-R0 - Manatee	$ 63,184.00	$ -	$ 44.00	$ 44.00	
Drainage Improvements	E1W97 - Polk	$ 552,604.87	$ -	$ 82,798.84	$ 82,798.84	
Retro Reflective Pavement Markings	E1X65-R0 - Glades, Hendry	$ 21,839.04	$ -	$ 146.88	$ 146.88	
Revetment Block Installation	E1X86 - Manatee	$ 676,032.00	$ -	$ 338,016.00	$ 338,016.00	
Sod Installation	E2158-R1 - DIST/ST WIDE	$ 132,896.75	$ -	$ 72,530.80	$ 72,530.80	
Retro Reflective Pavement Markings	E3X44-R2 - Holmes, Walton, Washington	$ 150,000.00	$ -	$ 150,000.00	$ 150,000.00	
Retro Reflective Pavement Markings	E4W25-R2 - Broward	$ 350,000.00	$ -	$ 64,434.77	$ 64,434.77	
NPDE Drainage Corrective Actions	E4W30-R2 - Broward	$ 450,000.00	$ -	$ 345,540.00	$ 345,540.00	
Pavement Markings	E4W91-R1 - Broward	$ 803,340.00	$ -	$ 416,206.34	$ 416,206.34	
Miscellaneous Construction - 2 Year	E4X15 - Broward	$ 1,000,000.00	$ -	$ 99,215.09	$ 99,215.09	
Retro Reflective Pavement Markings	E4X22-R1 - St. Lucie, Martin, Indian River	$ 50,000.00	$ -	$ 2,163.71	$ 2,163.71	
Spot Asphalt Repair	E4X87-R0 - West Palm Beach	$ 200,000.00	$ -	$ 52,027.50	$ 52,027.50	
Single Mast Arm Coating - 2 Year	E4X79 - Dist/ST Wide	$ 900,000.00	$ -	$ 776,812.40	$ 776,812.40	
Traffic Ops Roadway Pushbutton - 2 Year	E57F9 - Dist/ST Wide	$ 1,000,000.00	$ -	$ 815,058.05	$ 815,058.05	
RPM's & Delineators Installation	E6O73-R2 - Miami-Dade	$ 300,000.00	$ -	$ 94,632.91	$ 94,632.91	
Retro Reflective Pavement Markings	E6P04-R2 - Miami-Dade	$ 200,000.00	$ -	$ 200,000.00	$ 200,000.00	
Drainage Improvements - 2 year contract	E6O80 - Miami-Dade	$ 1,000,000.00	$ -	$ 991,132.00	$ 991,132.00	
Asphalt Repair	E6P51-R0 - Miami-Dade	$ 135,000.00	$ -	$ 2,840.64	$ 2,840.64	
Inlet Top Replacement	E6P71-R0 - Miami-Dade	$ 250,000.00	$ -	$ 129,316.86	$ 129,316.86	
Shoulder Repair - 2 year contract	E6P86 - Miami-Dade	$ 200,000.00	$ -	$ 27,884.45	$ 27,884.45	
Outfall Road Ditch Maintenance	E7Q64-R1 - Hernando, Pasco	$ 694,247.92	$ -	$ 194,304.40	$ 194,304.40	
Concrete Repairs	E7Q90-R1 - Citrus,Hernando, Pasco	$ 500,000.00	$ -	$ 236,892.33	$ 236,892.33	
Roadside Shoulder Maintenance	E7U45-R0 - Citrus,Hernando, Pasco	$ 800,000.00	$ -	$ 800,000.00	$ 800,000.00	
RPM Replacement	E8V37-R1 - Miami-Dade, Turnpike	$ 154,571.40	$ -	$ 102,827.75	$ 102,627.75	
RPM Replacement	E8V38-R1 - Miami-Dade, Broward, Turnpike	$ 278,981.40	$ -	$ 227,237.75	$ 227,237.75	
Roadside Barrier Wall Cleaning & Coating	E8V87-R0 - Broward, Miami-Dade, Palm Beach	$ 411,721.90	$ -	$ 219,333.90	$ 219,333.90	
			DOT WORK	$ 6,926,419.66		
				(Col. 5 Subtotal)		
CLASSES OF WORK	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT		
			OTHER WORK	$		
				(Col. 5 Subtotal)		
	PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE					
				TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU	$ 6,926,419.66	$
				GRAND TOTAL	$	6,926,419.66

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest $100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

Total of Columns 6 and 7 Must Be Filled In and Must Agree with Related Attachment(s), If Furnished.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC-1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

Each undersigned individual agrees to the terms of this Conflict of interest/Confidentiality Certification.

Technical Review Committee Members:

Printed Names	Signatures	Date
None		

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

Technical Review Committee Members:
(Continued)

Printed Names	Signatures	Date
None		

DOT Technical Advisors:

Printed Names	Signatures	Date
None		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC-1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

State of Florida public officers or employees of an agency are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Public officers or employees of an agency should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action.

Advertisement No./ Solicitation **No**	Description	Financial Project Number(s)
None		

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

(continued on next page)

Printed Names	Signatures	Date
None		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC-1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date
None		

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/AWARDS COMMITTEE

LOW BID PROJECTS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Letting Date:

Contract Number(s):

Technical Review/Awards Committee Members:

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
None		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC-1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW/AWARDS COMMITTEE

LOW BID PROJECTS
Additional Page

Contract Number(s): _

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date
None		

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
None		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-59
PROCUREMENT
OGC 1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
None		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC- 1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

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I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
None		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
None		

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification_

Printed Names	Signatures	Date
None		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, Javier Rodriguez (NAME) hereby declare that I am

Managing Member (TITLE) of Rogar Management & Consulting of FL, LLC. (FIRM)

of Miami, Florida (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Javier Rodriguez - Managing Member
NAME AND TITLE PRINTED

BY: _____
SIGNATURE

WITNESS: Randy Padilla

WITNESS: Alina Garcia

Executed on this 26 day of January, 2026

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix 8-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AFFIDAVIT REGARDING LABOR AND SERVICES

375-030-31
PROCUREMENT
07/24

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	Rogar Management & Consulting of FL, LLC.
Address:	12011 SW 129th CT Unit 5 Miami, FL 33186
Phone Number:	786-573-1872
Authorized Representative's Name:	Javier Rodriguez
Authorized Representative's Title:	Managing Member
Email Address:	rogarllc@gmail.com

AFFIDAVIT

I, *insert nongovernmental entity's authorized representative name*, as authorized representative attest that *insert nongovernmental entity's name* does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of authorized representative) 1/26/26 Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE
Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 26 day of JANUARY, 2026 (year), by JAVIER RODRIGUEZ

L. Cp
Notary Public, not required when digital

7-06-27
Commission Expires

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

N/A

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

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

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (OLES).

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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION FOR CONSTRUCTION

575-095-05
RIGHT OF WAY
01117

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO. (Construction): _____ DESCRIPTION: _____
COUNTY: _____
LETTING DATE: _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

✓ D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

✓ D No persons or businesses were required to move or move personal property from the project right of way.

D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

✓ D No structures or improvements, including encroachments, required removal from the project right of way.

D All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

✓ D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Certified by: Javier Rodriguez 1/26/26
Title: Managing Member Date:

N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION FOR CONSTRUCTION WITH EXCEPTION($)

575-095-05
RIGHT OF WAY - 01/17
Page 1 of 2

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO_ (Construction): _____ DESCRIPTION: _____
COUNTY: _____
LETTING DATE: _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

D No persons or businesses were required to move or move personal property from the project right of way.

D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

D No structures or improvements, including encroachments, required removal from the project right of way.

D All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION FOR CONSTRUCTION WITH EXCEPTION(S)

Exception(s) to the above statements and time frame(s) for the exception(s) to be cleared or removed are described as follows:

Certified by: _____

Title: Date:

Director's Comments:

The above exceptions are approved:

_____

Director, Office of Right of Way Date

N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION

575.095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO. (Construction): _____ DESCRIPTION: _____
COUNTY: _____ _____
LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

D No persons or businesses were required to move or move personal property from the project right of way.

D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

D No structures or improvements, including encroachments, required removal from the project right of way.

D All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____
Title: Date:

Certified by FDOT: _____
Title: Date:

N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION WITH EXCEPTION(S)

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____

LETTING DATE: _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

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D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

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Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____

Title: Date:

N/A

Exception(s) to the above statements and time frame(s) for the exception(s) to be cleared or removed are described as follows:

Certified by FDOT: _____

Title: Date:

Director's Comments:

The above exceptions are approved:

_____

Director, Office of Right of Way Date

N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

INITIAL DESIGN BUILD CERTIFICATION

575-095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____

LETTING DATE: _____

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Certified by: _____

Title: Date:

N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP INITIAL DESIGN BUILD CERTIFICATION

575-095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.: _____ **MANAGING** DISTRICT: _____
CONSTRUCTION ITEM/SEGMENT **NO.:** _____ STATE ROAD: _____
F.A.P. NO. (Construction): _____ DESCRIPTION: _____
COUNTY: _____ _____
LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Submitted by Local Agency: _____
Title: Date:

Certified by FDOT: _____
Title: Date:

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

BIDDING REQUIREMENTS AND
CONTRACT DOCUMENTS FOR:

MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY

BID FILE NO: 25-418

County Project: LAP 446294-1-58-01

FINANCIAL MANAGEMENT NUMBER: 446294-1-58-01

ISSUE DATE: July 24, 2025

SPECIAL NOTE: Construction Engineering Inspection (CEI) for oversight will be provided under the County's Contract. Construction may not begin until after the CEI agreement has been executed.

PROCUREMENT DIVISION
330 W CHURCH STREET, ROOM 150
DRAWER AS05, P.O. BOX 9005
BARTOW, FLORIDA 33830/33831-9005
Website: www.polk-county.net
Procurement Contracts Manager: Ken Brush
E-Mail: kenbrush@polk-county.net
Main Number: (863) 534-6757
Fax: (863) 534-6789

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17. Indemnification and Insurance	FSC	17
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19. Inspector General	FSC	18
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39. Suspension and Debarment	FSC	31
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Attachment A - Wage Table

Attachment B - FHWA-1273 Required Contract Provisions

PART C - **BID SUBMITTAL** BSU 1-3

PART D - **EXHIBITS**

I	BID BOND
II-A	PERFORMANCE BOND
II-B	PAYMENTBOND
III	PAYMENT OF STORED MATERIALS
IV	NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
V	NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR
VI	AFFIDAVIT OF PERCENTAGE OF WORK
VI-A	SUBCONTRACT LIST
VI-B	GOOD FAITH EFFORT DOCUMENTATION
VII	TRENCH SAFETY ACT COMPLIANCE
VIII	EQUAL EMPLOYMENT OPPORTUNITY
IX	DRUG-FREE WORKPLACE FORM
X	SAFETY REQUIREMENTS/REGULATIONS
XI	APPLICATION FOR PAYMENT
XII	CONTRACTOR CERTIFICATION OF DISBURSEMENT OF PREVIOUS PROGRESS PAYMENT TO SUBCONTRACTORS
XIII	CERTIFICATE OF SUBSTANTIAL COMPLETION
XIV	CERTIFICATE OF FINAL COMPLETION
XV	MATERIALS AND EQUIPMENT STORED ON-SITE
XVI	ALLOWANCE AUTHORIZATION RELEASE (AAR)
XVII	CHANGE ORDER
XVIII	CERTIFICATE OF COMPLIANCE
XIX	AFFIDAVIT CERTIFICATION IMMIGRATION LAWS
XX	STATEMENTOFNOBID
XXI	LANE CLOSURE FORM
XXII	ROAD CLOSURE FORM
XXIII	WORK PLAN CONTROLLING ITEM OF WORK

PART E-CONTRACT C 1-3

PART F - CONSTRUCTION PLANS, TECHNICAL REPORTS & SPECIFICATION PACKAGE

PART G-FLORIDA DEPARTMENT OF TRANSPORTATION FORMS & DOCUMENTS

BID REGISTRATION

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

Bid Number and Title: 25-418, Maine Avenue Sidewalk Project (LAP)

The purpose of the project is to provide approximately 0.58 miles of ADA-compliant sidewalk in order to establish a continuous pedestrian path along Maine Avenue between Combee Road and Reynolds Road. This improvement will provide safe and functional access to the Oscar J. Pope Elementary School on the north side of Maine Avenue.

Receiving Period: Wednesday, September 10, 2025, Prior to 2:00p.m. Bid

Opening: Wednesday, September 10, 2025, 2:00p.m.

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

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

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

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____. E-mail:_____

BID SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

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

Sealed Bid. DO NOT OPEN	
Sealed Bid Number:	25-418
Bid Title:	Maine Avenue Sidewalk Project (LAP)
Due Date/Time:	September 10, 2025, prior to 2:00 pm
Submitted By:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150 Bartow, Florida 33830

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

Electronic Bid Submittal:

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

For PDF documents "Bid 25-418 - Title of Document"

For Excel Bid Sheets "Bid 25-418 - 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/vkn7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

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

PART A- BIDDING REQUIREMENTS

INVITATION FOR BID

Name of Bid: Maine Avenue Sidewalk Project (LAP)
BID NUMBER: 25-418
BID BOND IS REQUIRED PUBLIC PERFORMANCE AND PAYMENT BOND IS REQUIRED
MANDATORY PRE-BID CONFERENCE: **Tuesday, August 12, 2025, at 1:00P.M. at the Polk County Administration Build, Procurement Division Conference Room, located at 330 W. Church Street, Bartow, FL 33830.** An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive.
BID DUE/DATE/TIME: September 10, 2025, PRIOR TO 2:00 P.M.
DATE/TIME OF BID OPENING: September 10, 2025, AT 2: 00 P.M. Or As Soon As Possible Thereafter
PLACE OF BID OPENING: PROCUREMENT DIVISION, 330 WEST CHURCH STREET, ROOM 150, BARTOW, FLORIDA 33830
DEADLINE FOR QUESTIONS FROM BIDDERS: Monday, August 25, 2025 by 4:00 P.M.

INSTRUCTION TO BIDDERS

1.0 Bids

1.1 Supplementary Conditions, Special Conditions, Plans, Drawings, Instructions to Bidders, the Conditions of the Contract, Exhibits, the Bid Submittal, Technical Specifications, any resulting addenda issued, and the Contract together therein identified constitute the entire "bid package" and upon award shall constitute the Contract Documents concerning this present bid matter.

1.2 The bid must be submitted in a sealed envelope. The face of the envelope should state the Bid Title and Bid Number, the name of the company submitting the bid and the date and time of the bid opening. Bidders are not required to return the Instructions to Bidders, Conditions of the Contract or Contract with their bids, unless specified elsewhere in this Bid Package.

1.3 The following documents, collectively, comprise the "Bid Submittal" which, when tendered, on or before the Bid due date and time, must include:

- Part C-Bid Sheets and Acknowledgement Form,
  - With the manual signature of an authorized representative of the company or their designee,
  - Bid prices must be entered on the Part C - Bid Sheets and Acknowledgement Form (no other bid submittals will be accepted),
  - All information requested on BSU-2 and BSU-5.
- Exhibit I, Bid Bond.
- Exhibit IV, Non-Collusion Affidavit of Prime Bidder.
- Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VIA and Exhibit VIB).
- All additional information requested as a "must" item in any Addendum.
- All corrections made by the Bidder to the Bid Sheets and Acknowledgement Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
- One original and one copy of the complete Bid Submittal must be tendered.

1.4 All additional requested information and Exhibits must be submitted within a reasonable period of time if chosen as the apparent low, responsive and responsible bidder during the Bid Analysis phase.

- These items include:
  - Exhibit IIA, Performance Bond
  - Exhibit IIB, Payment Bond
  - Exhibit VII, Trench Safety Act Compliance,
  - Exhibit Vill, Equal Employment Opportunity,
  - Exhibit IX, Drug-Free Work Place Form,
  - Exhibit X, Safety Requirements/Regulations,
  - Part G-Florida Department of Transportation Forms & Documents,
  - 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 a set of proposed Contract documents has been issued. It is the sole responsibility of the Bidders to check the County's website at http://www.polk-county.net/procurement/procurement-bids "Notice of Bids" to ensure that all available information, addenda, has been received prior to submitting a bid. The County shall not be responsible for oral instructions.

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

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

2.0 Pre-Qualifications

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

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

3.0 Joint Venture

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

4.0 Bid Errors

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

5.0 No Bid

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

6.0 Discounts

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

7.0 Material and Construction

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

8.0 Conflict of Interest

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

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 Specialist 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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public, work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. [(Florida Statutes Section 287.012(11)(16), Section 287.058, Section 287.133, paragraph (2)(a)] By submitting this bid, bidder hereby certifies that they have complied with said statute.

19.0 Preference for Drug-Free Workplace. (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 entitles (including those who are to furnish materials or equipment fabricated to a special design), the associated costs, and company classification on Exhibit VI-A, Subcontractor List, upon request by Procurement Staff. The list must contain all subcontracted areas of work including those areas of work being self-performed. The total of work noted on this list must match the bid amount stated on Part C, Bid Submittal.

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

21.0 Women/Minority Business Enterprise Outreach (WMBE's). (Omitted Intentionally. Not applicable with Federal Funding)

22.0 Equal Opportunity for Contractors and Subcontractors

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

23.0 Additions/Revision/Deletions

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

24.0 Unit Prices

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

25.0 Code of Ethics

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

26.0 Questions

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

27.0 Bid Protest

Procedures for filing a protest may be obtained from the County's Procurement Division. Failure to follow the bid protest procedure requirements within the time frames prescribed herein as established by the County shall

constitute a waiver of the Bidder's right to protest and any resulting claims.

28.0 Local Preference. (Omitted Intentionally. Not applicable with Federal Funding)

29.0 Vendor Preference. (Omitted Intentionally. Not applicable with Federal Funding)

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 defined:

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

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

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

2.4 The term **"Application for Payment"** means the pay request accepted by the 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 day shall fall on a County Holiday that day shall be omitted from the computation of days for Contract Time. County Holidays are: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day, all as adopted by the Board of County Commissioners.

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

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

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

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

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

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

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

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

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

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

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

2.27 The term **"Project Manager"** means the Polk County representative in charge, employed by the County, for the purpose of directing or being in charge of the work embraced in this Contract.
2.28 The term **"Procurement Director"** means the Director of Polk County Procurement Division or their authorized representatives.

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

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

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

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

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

ARTICLE 3 - PRELIMINARY MATTERS

3.1 Delivery of Bonds

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

3.2 Copies of Documents

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

3.3 Commencement of Contract Time; Notice to Proceed

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

3.4 Starting the Work

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

3.5 Before Starting Construction

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

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

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

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

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

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

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

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

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

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

4.1 Precedence

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

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

4.1.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in 4.3.1 or 4.3.2, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

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

4.2 Conflicts

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

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

4.3 Amending

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

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

4.4 Reuse of Documents

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

ARTICLE 5 - PROJECT CONDITIONS

5.1 Availability of Lands

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

5.2 Subsurface and Physical Conditions

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

5.3 Limited Reliance by Contractor Authorized Technical Data

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

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

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

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

5.4 Unknown or Concealed Conditions

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

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

5.5 Physical Conditions - Underground Facilities

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

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

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

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

5.6 Reference Points

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

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

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

5.7.2 The **Contractor** shall immediately: (i) stop all work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by 7.13); and (ii) notify the **County** and the **Professional** (and thereafter confirm such notice in writing). The **County** shall promptly consult with the **Professional** concerning the necessity for the **County** to retain a qualified expert to evaluate such hazardous conditions 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 certified copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Supplementary conditions.

6.1.4 If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) workdays 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:	$2,000,000
Each Occurrence:	$1,000,000
M&C/CGL	$_____
Broad Form CGL	$1,000,000
Contractual Liability	$1,000,000
Products	$_____
Completed Operation	$1,000,000
Personal Injury	$_____
Independent Contractors	$_____
XCU Property Damage Excel	$_____
Excess Liability	$_____

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 the Certificate(s) of Insurance and subsequently endorsed into the policies. Renewal notices are 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 anytime 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 contaminates 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 tum 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 Workplace Policy

7.12.1 The **County** has a very comprehensive policy to ensure a drug free workplace. 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 contaminates 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** bas 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, expediters, timekeepers, clerks and other personnel employed by the **Contractor,** whether at the site or in its principal or a branch office, for general administration of the Change Order work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the **Contractor's** mark-up.

12.2.3.2 Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.

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

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

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

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

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

12.3 Contractor's Mark-Up

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

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

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

ARTICLE 13 - CHANGE OF CONTRACT TIME

13.1 The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the **Project Manager** within fifteen (15) calendar days after the occurrence, unless the **Professional** allows additional time. All claims submitted by the **Contractor** for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond the **Contractor's** control or fault.

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

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.

14.3 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. 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. If the **Contractor** does not correct such defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the **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 Intentionally Omitted.

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 5% retainage in accordance with 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 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 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 prepare and submit to the **Professional** a thorough and inclusive list of items to be completed or corrected. The **Contractor** shall proceed promptly to complete and correct items on the list. Failure to include an item on this list does not relieve the **Contractor** of the responsibility to complete all Work in accordance with the Contract Documents. Upon receipt of the **Contractor's** list, the **Professional** and **Project Manager** will visit the site to determine whether the Work or designated portion thereof is substantially complete. If the **Professional's** and the **Project Manager's** visit discloses any item, whether or not included on the **Contractor's** list, which is not in accordance with the requirements of the Contract Documents, the **Contractor** shall, before issuance of the Certificate of Substantial Completion, complete or correct such item, upon notification by the **Professional.** The **Contractor** shall then submit a request for another visit by the **Professional** to determine Substantial Completion. When the Work or designated 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 include a list of items that have not been completed or corrected at the time of the follow-up visit by the Professional to determine Substantial Completion. The Professional, in consultation with the County, shall establish a date for completion of the items identified in the Certificate of Substantial Completion Certificate and this date for completion shall be noted on the Certificate. The Professional shall also establish a value for each of the items included on the certificate, which may be deducted from the Contractor's Application for Payment at two times the amount of each incomplete item. 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. 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. The Certificate of Substantial Completion shall be submitted to the **Contractor** for their written acceptance and then to the **County** for acceptance and issuance.

16.5.3 The **County** shall have the right to exclude the **Contractor** from the Work after the date of Substantial Completion, but the **County** shall allow the **Contractor** reasonable access to complete or correct items on the list.

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 excepted 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. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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 to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Contractor to perform employment duties during the term of this contract; and

(ii) All persons (including subvendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.

C. 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 section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this 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 this contract, or if a subcontractor knowingly violates the statute, 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 contract 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 contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

ARTICLE 21- 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 changes and time for Allowance Work must be pre-approved in writing by the County Manager or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the price for the Allowance Work and the time, if any, allocated for performance of the Allowance Work, as well as containing the authorizing signature of the County Manager or his designee. The **Contractor** shall not be authorized to perform any Allowance Work without the required AAR.

ARTICLE 24 - ANNUAL APPROPRIATIONS

24.1 Appropriations

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

ARTICLE 25 - PUBLIC RECORDS LAW

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

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

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

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

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.

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 mv01ces.

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-l.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) 1s received on time to maintain the construction schedule.

RECEIPT

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

BILLINGS/PAYMENTS

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

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

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

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

OTHER CONSIDERATIONS

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

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

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

REDUCTION

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

SALES TAX SAVINGS FORM

CONTRACT# _____

DESCRIPTION OF PROJECT _____

Materials	(1) Amt in Contract	(2) Sales Tax	(3) Net Amt for Purchase

(1) This is the amount to be deducted from contract by change order.

(2) The amount of the sales tax included in the material purchase line item supplied by contractor.

(3) The amount to be used by Procurement to make the material purchase per the contractor's stated quantities.

SUPPLEMENTARY CONDITIONS

Maine Avenue Safe Route to School
Lakeland, Florida

Financial Management Number: 446294-1-68-01

1. PROJECT DESCRIPTION, PROJECT LOCATION & SCOPE OF WORK

1.1. Description: The purpose of the project is to provide approximately 0.58 miles of ADA-compliant sidewalk in order to establish a continuous pedestrian path along Maine Avenue between Combee Road and Reynolds Road. This improvement will provide safe and functional access to the Oscar J. Pope Elementary School on the north side of Maine Avenue.

1.2. Scope of Work: Work includes, but is not limited to "filling in" gaps in the pedestrian pathway between Combee Road and Reynolds Road to provide safer access to the nearby school for local residents. Construction of the sidewalk will be accompanied by miscellaneous drainage improvements throughout the project area. A section of Type-F curb and gutter and cast in place retaining wall will also be installed as needed. The south side of Maine Avenue includes a large number of driveways, which will be replaced or restored as necessary to maintain property owner access.

1.3. The CADD files are available upon request. The data within the CADD files is subject to change and it is the contractor's responsibility to request updates when necessary. Should the contractor choose to generate information from the CADD files, other than that which is shown on the signed and sealed plans, the contractor does so at its own risk.

1.4. Estimated construction cost is $3,100,293.00 and the estimated days to final completion is 255 calendar days.

2. QUALIFICATION REQUIREMENTS

2.1. The prime contractor or subcontractors shall be on the **Current List of FDOT Prequalified Contractors** in the following work classes: Drainage (7), Pavement Marking (28); Sidewalk, Driveways, Curbs, Retaining Wall (40).

2.2. Prime contractor must have been in business under the same name or EIN number for a minimum of 3 years.

2.3. Bidders must possess a Polk County Local Business Tax Receipt (f/k/a Business License} in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful bidder.

2.4. Contractor shall submit a reference list of at least three (3) completed project similar in scope within the last five (5) years that reflects similar work performed. The list shall include: the project description, project address, current contact person, telephone number, and e-mail address. References should be submitted with the Bid or must be submitted by the successful vendor within five (5) business days of request and before award.

2.5. 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 bid documents and special conditions, with the exception of signalization. This percentage of work requirement does not include the furnishing of materials or equipment in the construction, if not installed by the primary contractor.

3. BASIS OF AWARD

3.1. Lowest responsive and responsible bidder meeting qualifications and specifications.

3.2. A pre-award meeting may be required during the bid analysis phase. Prior to a recommendation of award being issued by the Procurement Director, a pre-award meeting will be conducted with the County, EOR, Construction Project Manager and the apparent low bidder. This pre-award meeting will be conducted to confirm the apparent low bidder can perform the required services according to the bid document. If at the conclusion of the pre-award meeting, it has been determined and agreed upon the apparent low bidder cannot perform the services accordingly, the County reserves the right to deem the apparent 1st low bidder as non-responsible and continue the bid analysis phase with the apparent 2nd low bidder.

A memorandum of understanding between the County and the apparent low bidder shall be executed within 5 days after the pre-award meeting.

4. PERMITS

4.1. The Following permits have been acquired by the County for the project: SWFWMD permit.

4.2. It shall be the Contractor's responsibility to submit the application, pay application fees and acquire the Florida Department of Environmental Protection (FDEP) Generic Permit for Stormwater Discharge from Construction Activities.

5. CERTIFIED AS-BUILT SURVEY DRAWINGS

5.1. The required number of sets of hard copy Certified As-Built Survey Drawings is one (1).

5.2. The Contractor shall prepare and provide the As-Built Survey Drawings to the County in .pdf format and AutoCAD format.

6. DEFINITIONS

6.1. "Certified As-Built Survey Drawings": Means as-built or record survey drawings or maps prepared by a Professional Land Surveyor (PLS) or Professional Surveyor and Mapper (PSM) according to the requirements of F.A.C. 61G17-6.005 Construction Layout Survey, Record or As-Built Survey, Quantity Survey. Certified As-Built Survey Drawings includes both hard copy drawings or maps and the electronic files prepared in AutoCAD® format compatible with the County's computer system. The following are minimum requirements to be shown:

- 6.1.1. Roadway Site Perimeter - Sufficient spot elevations to show as-built topography.
- 6.1.2. Driveway Areas - Sufficient spot elevations to show drainage and slopes.
- 6.1.3. Right-of-Way Swale/Drainage - All culvert inverts; swale flow-line grades; beginning and end bottom elevations; highs and lows along top of bank; and size of swale.
- 6.1.4. Underdrains/Pipe Culvert/PVC Sleeves - All inverts, inlet grate and bottom elevations, and sizes.
- 6.1.5. Outfalls - All pipe inverts, weir box elevations, weir elevation, and sizes.
- 6.1.6. Roadway/Off Site Drainage - All inverts; manhole top elevation; grate top elevations all storm and sanitary, if applicable.
- 6.1.7. Pavement width; curb width; shoulder width; sidewalk and bike path widths, every 100 feet.
- 6.1.8. Elevations; sidewalk; bike path; top and bottom of curb; edge of pavement; and centerline of road, every 100 feet.
- 6.1.9. Install new roadway alignment control points upon final roadway completion. Include all intersections and side streets. Latitude, departure and elevations for all control points.
- 6.1.10. Stations and offsets, all structures (including power poles, drainage structures, etc.)

6.2. "County Project Manager": Means the person designated as an agent or representative of the County for the purpose of directing or being in charge of the work embraced in this contract.

6.3. "FDOT": Means the Florida Department of Transportation.

6.4. "Inspector": Means the Professional's person designated as an agent or representative of the County to perform construction inspection.

6.5. "Plans": Means certified construction drawings prepared by the Engineer of Record (EOR).

6.6. "Specialty Engineer": Means a Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the project work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant. The Specialty Engineer must be qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation. For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications: (1) Registration as a Professional Engineer in the State of Florida; (2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

6.7. "Utility Work by Highway Contractor": Means utility work described plans prepared by a utility owner and made a part of this Contract by agreement with the County.

6.8. "Bridge" – a structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

7. GENERAL

7.1. The Contractor is solely responsible for all work called for in the Contract Documents according to the terms of the Contract Documents and this responsibility cannot be transferred to subcontractors.

7.2. The hierarchy of authority for this contract shall be:

- First (Highest): Polk County Director of Roads & Drainage
- Second: Polk County Engineering Manager
- Third: Polk County Project Manager

7.3. No work shall be performed under the provisions of this contract on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the Contractor and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the County Project Manager prior to the associated work being performed. The Contractor shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.

7.4. Upon execution of the Contract, the County reserves the right to conduct an audit of the Contractor's records pertaining to the project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter.

8. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

8.1. When the Standard Specifications, Special Provisions, Supplemental Specifications or Technical Special Provisions refer to:

8.1.1. "The Engineer" in the role of construction inspection and construction management, this term is the same as "Construction Project Manager" as defined in the Contract Documents.

8.1.2. "The Department" or "FDOT" in the role of owner of the project, the interpretation of the document shall be that the reference is to the County as the owner of the project.

8.1.3. "State Road," it shall mean any public roadway.

8.1.4. "The Department's acceptance tests," it shall mean the tests adopted by the County.

8.1.5. "The District and/or Central Labs," it shall mean the Contractor's testing subcontractor authorized by the County.

8.2. If any conflicts exist between the specifications prescribed in the Contract Documents, the more stringent requirement shall apply. In case of discrepancy, the governing order of the contract documents is as follows:

1. Special Conditions
2. Technical Special Provisions
3. Plans
4. Road Design, Structures and Traffic Operations Standards
5. General Conditions
6. FDOT Supplemental Specifications
7. Standard Specifications
8. Supplementary Conditions (JPA / Utility)

Computed dimensions govern over scaled dimensions.

8.3. Before starting construction, provide a Quality Control Program for County approval according to FDOT Standard Specification Section 105 Quality Control Program and Laboratory Qualification Program.

8.4. FDOT Standard Specification Section 5-1.4 Shop Drawings shall apply to this contract.

8.5. FDOT Standard Specification Section 5-7 Engineering and Layout shall apply to this contract.

8.6. FDOT Standard Specification Section 9-2.1.2 Bituminous Material shall apply to this contract.

9. CONSTRUCTION PROGRESS SCHEDULE

9.1. The Contractor shall prepare and maintain a project progress schedule according to FDOT Specification 8-3.2 Submission of Working Schedule.

10. TESTING AND INSPECTIONS

10.1. The Contractor is responsible for all required testing on the project except when the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Contractor. For these inspections and testing, the Contractor shall give the County 48-hours notice to prepare for the required inspections or testing. All such inspections, tests or approvals performed by the County shall be identified in writing by the County Project Manager to the Contractor as well as the name of the testing facility that will be performing the inspections and testing.

10.2. Except as described above, all inspections, tests or approvals shall be at the Contractor's expense and shall be included in the unit cost for the appropriate pay item. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the Contractor will furnish the County Project Manager with the required Certificates of

Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the County Project Manager and at the Contractor's expense.

10.3. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. With the exception of Asphalt Plant, The County Project Manager's staff is responsible for required verification testing on the project and will coordinate this work with the Contractor's Quality Control Manager. If there is a discrepancy between the contractor's quality control test and the County Project Manager's verification test, and if either one of the tests fail to meet minimum Specification requirements, both parties will jointly take a split resolution sample and deliver the sample to a pre-determined, independent testing lab contracted by the County. The independent testing lab will not be the same lab providing verification testing services for the County. The results from the independent resolution lab shall be used and accepted by both parties as the final testing results representing the portion of material in question.

11. MATERIALS

11.1. The Contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County immediately upon delivery or as soon thereafter as is practical.

11.2. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the Contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

12. WORKSITE VISIBILITY

12.1. No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Contract time extensions for substandard visibility shall be assessed according to FDOT Standard Specification Section 8-7.3.2.

13. FIELD OFFICE

13.1. When a Field Office is included in the Contract, the unit cost for the Field Office shall include electric, telephone, water, sanitary and high-speed internet, including all required application and inspection fees and deposits.

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

14. EROSION CONTROL

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

14.2. When erosion control devices or measures fail to prevent erosion or pollution, the Contractor shall be responsible for removing or cleaning up the eroded materials or pollution to the satisfaction of the County and/or State agency having jurisdiction at no additional cost to the County.

14.3. The Contractor shall remove and dispose of temporary erosion control devices after construction and/or establishment of the associated permanent erosion control devices or as directed by the County. The cost for removal shall be included in the unit price for the individual erosion control devices.

15. GRASSING

15.1. Immediately before placing or installing grassing of any type (i.e., seed, seed and mulch, sod), the Contractor shall shape and rake the prepared soil surface by hand. The cost for shaping and raking shall be included in the unit price for the associated grassing pay item.

16. MAINTENANCE OF TRAFFIC

16.1. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.

16.2. If a TCP is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an Alternative TCP in accordance with FDOT Standard Specification Section 102 for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County.

16.3. If a TCP is not provided in the construction plans, the Contractor shall prepare a TCP according to the requirements of the FDOT Plans Preparation Manual, the FDOT Roadway and Traffic Design Standards and the FDOT Standard Specifications for Road and Bridge Construction. The TCP shall be prepared by, and signed and sealed by, a Specialty Engineer is certified by an FDOT approved training agency which meets the FDOT maintenance of traffic training requirement for advanced training. The Contractor shall submit a copy of the certification that the Specialty Engineer is certified by an FDOT approved training agency that meets the FDOT maintenance of traffic training requirement for advanced training. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.

16.4. The Contractor shall provide the County a copy of the contractor's Worksite Traffic Supervisor certification that satisfies the requirements of FDOT Standard Specification 105-8.3.

16.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form to the County Project Manager at least 14 calendar days before the date of the proposed closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval.

17. UNDERGROUND FACILITIES

17.1. The location(s) of the utilities shown in the plans (including those designated Vv, Vh and Vvh) are based on limited investigation techniques and should be considered approximate only. The verified locations/elevations apply only at the points shown. Interpolations between these points have not been verified.

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

18. HISTORICAL AND ARCHAEOLOGICAL

18.1. If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the

affected area, delays and additional costs will be considered an unforeseen difficulty according to the General Conditions.

19. EMERGENCIES

19.1. In the event of an emergency, the Contractor shall immediately notify the County Project Manager.

20. CONTAMINATION

20.1. Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hoursof occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

21. SAFETY

21.1. The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.

21.2. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc.(Sunshine 811), at 811 or 1-800-432-4770 or www.sunshine811.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the Contractor provide notification according to the procedures of the F.S. Chapter 556.

22. WORK AREA CLEAN-UP REQUIREMENTS

22.1. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.

22.2. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the County at substantial completion of the Work.

23. WORK STOPPAGE

23.1. From time to time, it may be necessary for the Contractor to stop a portion of the work or all work to accommodate a civic function. If the Contractor will be required to stop work, the County Project Manager shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the Contractor and the County Project Manager shall agree to and document the number of additional Days to be added to the Contract Time to accommodate the requested work stoppage.

24. VIDEO RECORDS

24.1. Pre-Construction Video Record: Before beginning mobilization activity, the Contractor shall video record the existing conditions in the project area before the start of any construction activity. The video recording shall document the condition of all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction. The video recording shall be delivered to the County Project Manager 14 days prior to the start of any construction activity for review and approval.

24.2. Post-Construction Video Record: In addition to the video recording requirements of FDOT Standard Specification 430-4.8, within ten (10) calendar days after the date of final completion the Contractor shall video record the finished project. The video recording shall document the condition of the finished construction project, all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction.

24.3. All video records shall be delivered to the County Project Manager on digital video disk (DVD) in a format compatible with Microsoft Media Player and labeled with the project number, project name, date and subject, and the name, address and telephone number of the Contractor and the company responsible for recording the video record. The cost for the Pre-Construction Video Record, Post-Construction Video Record and the required DVD copies shall be included in the lump sum bid unit price for 101-1 Mobilization.

25. APPLICATION FOR PROGRESS PAYMENT

25.1. By signing and submitting an Application for Payment the Contractor certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents.

25.2. When the Contract contains Utility Work by Highway Contractor the Contractor shall prepare a separate Application for Payment for each utility participating in the Utility Work by Highway Contractor. The Contractor shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.

25.3. In addition to the requirements of General Conditions 16.9, the final completion and waiver of claims will not be accepted by the County until the Certified As-Built Survey Drawings have been reviewed and accepted by the County and the required number of sets of the accepted Certified As-Built Survey Drawings and electronic files, and the Certificate of Final Completion have been received by the County.

25.4. Each Application for Payment submitted by the Contractor shall include a copy of all invoices for stored materials and the materials certifications for all materials stored or used in the work that is included in said Application for Payment.

26. LIQUIDATED DAMAGES

26.1. The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.

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

26.3. Applicable liquidated damages are the amounts established in FDOT Specification 8-10.2

27. PERFORMANCE EVALUATIONS

27.1. The Contractor will be evaluated on the performance of work and administration of the contract. Deficiency letters may be issued to the Contractor by the County for any work or activity of the Contractor or their subcontractors that does not satisfy the terms or intent of the contract.

Deficiency letters will be a part of the interim and final Contractor performance evaluations of the contract.

28. PROJECT CONTINGENCIES

28.1. The Bid Form includes $100,000.00 in contingency funds. The County shall approve charges against contingencies prior to invoicing. Any established unit prices shall prevail. If there are no unit prices established for the work, then the Contractor shall be reimbursed as defined in the General Conditions. The contingency funds will be used for actual work (time and materials). The contingency funds will not be used for any delay cost but may only be used for unforeseen conditions as determined by and agreed to by the County. It is understood that the County will be responsible for any contingency amount and will not use the LAP Agreement funds for any contingency work. The project contingencies have been defined as follows:

28.1.1. Miscellaneous: $100,000.00.

29. MISCELLANEOUS

29.1. The regular working hours for Polk County are Monday through Friday from 7:00 am to 7:00 pm. Permission to work outside of the regular work hours must be requested a minimum of two working days in advance from the County Project Manager. Permission to work on County holidays must be requested a minimum of two working days in advance from the County Project Manager.

29.2. Article 20.3 of the General Conditions is modified as follows: The Contractor shall utilize E-Verify. The use of E-Verify is mandatory on this project.

30. DEFAULT AND REMEDY

If the Contractor materially defaults in its obligations under this Contract and fails to cure the same within fifteen (15) days after the date the Contractor receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Contract by delivering written notice to the Contractor, and (ii) pursue any and all remedies available in law, equity, and under this Contract. If the County materially defaults in its obligations under this Contract and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Contractor, then the Contractor shall have the right to immediately terminate this Contract by delivering written notice to the County. Upon any such termination, the County shall pay the Contractor the full amount due and owing for all Services performed through the date of Contract termination.

32. PROCUREMENT OF RECOVERED MATERIALS

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

32.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

32.1.2 Meeting contract performance requirements; or

32.1.3 At a reasonable price.

32.2 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.

33. 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, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

34. PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENTS OR RELATED ACTS

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

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County has been awarded and received Local Agency Program Funds for the services to be provided under the Agreement from the Florida Department of Transportation. 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 Florida Department of Transportation 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 Florida Department of Transportation, 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 Florida Department of Transportation.

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

11. **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that LAP Agreement funds 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 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.

FDOT SUPPLEMENTARY CONDITIONS

Maine Avenue Sidewalk Project (LAP) Project No. 446294-1-68-01

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

Note: In the event that a conflict arises between the County Terms and Conditions and the FDOT Supplementary Conditions, the FDOT Supplementary Conditions shall ***take*** *precedence.*

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

Please see Part F.

2. Advertisement

The project will be advertised and bid for a minimum of 30 days. Solicitation information is available in The Ledger, Polk County's local newspaper, and all current solicitations are posted on the County's website at https://www.polk-county.net/procurement/procurement- bids. A notice will be posted in the Procurement Division as well.

3. Bonding

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

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

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

6.1 Performance Bond, Payment Bond and Other Bonds

6.1.1 The **Contractor** shall furnish a Performance Bond and a Payment Bond, in an amount equal to the amount recommended for award and, if called out in the contract, the allowance amount, as security for the faithful performance and payment, respectively, of all the **Contractor's** obligations under the Contract

Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

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

6.1.3 The bonds required by the Contract Documents to be purchased and maintained by the Contractor shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a 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.**

4. Buy America and Foreign Contractor and Supplier Restriction

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such

foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

5. Certification of Current Capacity

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

6. Change Orders

The Contract Documents may be amended to provide for additions, deletions and revisions to the Work by a Change Order or an Allowance Authorization. In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification. See FDOT Division 1 spec's section 4-3

1. Claims

5-12 Claims by Contractor.

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

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other

formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

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

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in

5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

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

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

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

except that in the instance of delay to a non- controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

5-12.3 Content of Written Claim:

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

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

number of days claimed for each identified event, circumstance or occurrence.

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

5-12.4 Action on Claim:

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

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

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

following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

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

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

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle

labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records:

After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration:

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

5-12.9 Certificate of Claim:

When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must

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

5-12.10 Non-Recoverable Items:

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

1. Loss of profit, incentives or bonuses;

2. Any claim for other than extra work or delay;

3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;

4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies:

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

5-12.12 Settlement Discussions:

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

5-12.13 Personal Liability of Public Officials:

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

of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims:

All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

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

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;

7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

8. Conflict of Interest

In accordance with 2 CFR 200.112, 23 CRF 1.33, & 23 CFR I 72.7(b)(4),

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

Please see Part G Pages 11 through 36 for FDOT Form No. 375-030-50.

9. Contractor Purchased Equipment for State or Local Ownership

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

10. Disadvantaged Business Enterprise **(DBE)**

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

7-24 Disadvantaged Business Enterprise Program.

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

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

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

1. DBE Commitments - at or before the Pre-Construction Conference.

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

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

1. The procedures adopted to comply with these Specifications;

2. The number of subordinated Contracts on Department projects awarded to DBEs;

3. The dollar value of the Contracts awarded to DBEs;

4. The percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;

5. A description of the general categories of Contracts awarded to DBEs; and

6. The specific efforts employed to identify and award Contracts to DBEs. Upon request, provide the records to the Department for review.

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

7-24.5 Counting DBE Participation and Commercially Useful

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

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

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is

responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

11. The current DBE Goal is 10.54%.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

11. E-Verify

7-29 E-Verify. The Contractor shall utilize the U.S. Department of Homeland Security's E- Verify system to verify the employment eligibility of

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

12. Equal Employment Opportunity

7-31 Title VI Assurance- DOT 1050.2A, Appendix A and Appendix E (see Part G page 62).

13. Equipment Rental Rates

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

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
b. Allowable Hourly Operating Cost= Hourly Operating Cost x 100%.
c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to

complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

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

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

14. FHWA-1273

See FHWA Form-1273 Part G Exhibit G.

15. Foreign Contractor and Supplier Restriction

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

16. Incentive/Disincentive Clauses

Not applicable to this contract.

17. Indemnification and Insurance

See Part G page 22 for FDOT Form 525-010-40

To the extent provided by law, the Consultant shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Consultant hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

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

1s. Indian Preference on federal-aid projects (Labor and Employment)

Not applicable to this contract.

19. Inspector General

The Parties agree to comply with s.20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

20. Liquidated Damages

The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.

Should the Contractor request and be granted additional time to reach substantial completion via change order(s), the last revised date shall

be the date used to calculate the time from which liquidated damages will be assessed.

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

21. Lobbying Certification

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

22. Local Hiring preference

Not applicable with Federal Funding.

23. Method of Bidding

Project will be awarded to the lowest responsive and responsible bidder meeting qualifications and specifications. See Supplementary Conditions #3 on page SC-2.

24. Non-collusion Provision

See Part G Page 50 for FDOT Form 575-060-13.

25. Off-site Storage and Staging Areas

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

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

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

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

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

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

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the

Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

26. On the Job Training

7-25 On-The-Job Training Requirements.

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

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

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

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

Estimated Contract Amount	Trainees Required
$2,000,000 or less	0
Over $2,000,000 to $4,000,000	2
Over $4,000,000 to $6,000,000	3
Over $6,000,000 to $12,000,000	5

Financial Project ID, the location of the site by township, range, section, a county road map showing the site location, including the access route, and the name of the property. It is the Contractor's responsibility to submit sufficient information for each Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

Estimated Contract Amount	Trainees Required
$2,000,000 or less	0
Over $2,000,000 to $4,000,000	2
Over $4,000,000 to $6,000,000	3
Over $6,000,000 to $12,000,000	5
Over $12,000,000 to $16,000,000	7
Over $16,000,000 to $24,000,000	9
Over $24,000,000 to $31,000,000	12
Over $31,000,000 to $37,000,000	13
Over $37,000,000 to $43,000,000	14
Over $43,000,000 to $49,000,000	15
Over $49,000,000 to $55,000,000	16
Over $55,000,000 to $62,000,000	17
Over $62,000,000 to $68,000,000	18
Over $68,000,000 to $74,000,000	19
Over $74,000,000 to $81,000,000	20
Over $81,000,000 to $87,000,000	21
Over $87,000,000 to $93,000,000	22
Over $93,000,000 to $99,000,000	23
Over $99,000,000 to $105,000,000	24
Over $105,000,000 to $112,000,000	25
Over $112,000,000 to $118,000,000	26
Over $118,000,000 to $124,000,000	27
Over $124,000,000 to $130,000,000	28
Over $130,000,000 to*	
*One additional trainee per $6,000,000 of estimated Construction Contract amount over $130,000,000	

7-25 On-The-Job Training Requirements.

26. On-the-Job Training

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

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

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training is to take place. This schedule may be subject to change by the following criteria in accordance with the following chart:

1. Determine the number of trainees on Federal Aid Contract:
   a. No trainees will be required for contracts with a Contract Time allowance of less than 270 calendar days.
   b. If the Contract Time allowance is 270 calendar days or more, the number of trainees shall be established in accordance with the following chart:
2. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
3. When there is a change in previously approved classifications;
4. When replacement trainees are added due to voluntary or involuntary termination

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

The following criteria will be used in determining whether or not the

journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department.

Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form
2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department. The Department and the Contractor shall establish a program that is tied to the scope

of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

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

training criteria.

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

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

Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

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

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

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

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

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

action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.
The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.
Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.
The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

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

27. Owner Force Account/Cost Effective Justification

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

28. Patented/Proprietary Materials

In accordance with 23 CFR 635.411 Florida Departments of Transportation shall have the autonomy to determine culvert and storm sewer material types to be included in the construction of a project on a Federal-aid highway. See Part G page 61 for FDOT Form 630-020-07.

29. Prequalification

A contractor desiring to bid for the performance of any construction contract located on the National Highway System (NHS) of State Highway System (SHS) in excess of $250,000 must be certified by the Department of Transportation as qualified in accordance with Section 337.14(1), Florida Statutes and Rule 14-22, Florida Administrative Code. Any bid for the performance of any construction contract in excess of $250.000 submitted by a contractor not certified by the Department of Transportation as qualified shall be declared "IRREGULAR" and will be REJECTED. This project is not

located on the NHS or SHS.

30. Prevailing Minimum Wage

See Wage Table attached as Attachment A.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

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

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

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

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

31. Progress Payments/Estimates

9-5 Partial Payments.

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

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate,

based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

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

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

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

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

9-5.3 Withholding Payment:

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

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

1. Comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;

2. Comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;

3. Comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and

4. Comply with or make a good faith effort to meet On-The-Job Training goals.

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

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

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

9-5.5 Partial Payments for Delivery of Certain Materials:

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

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2. The stockpiled material must be approved as meeting applicable specifications.

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

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

1. Partial payments less than $5,000 for any one month will not be processed.

2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving

and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

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

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

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

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

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

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

9-5.6 Certification of Payment to Subcontractors: The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for

satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

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

32. Prohibition Against Convict Produced Materials

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

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C.
114. The Department will limit the use of materials produced by convict labor for use in Federal- aid highway construction projects to:

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

2. Materials produced in a qualified prison facility.

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

33. Public Agencies in Competition with the Private sector

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

34. Publicly-owned Equipment

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

35. Standardized Changed Conditions Contract Clauses

The Contract Documents may be amended and revisions to the Work shall be made by a Change Order or an Allowance Authorization. In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification. See FDOT Division 1 specification package Section 4-3 and 5-12.

36. State-produced Materials (Florida or other)

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

37. State/Local Owned/Furnished/Designated Materials

All materials required for this Project shall be supplied by the Contractor. Projects located on the National Highway System shall require FHWA approval for direct purchase of materials by the Owner.

38. Subcontracting

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 30% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

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

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

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

39. Suspensions and Debarment

All Contractors and Subcontractors shall complete FDOT Form 375-030-32 which can be found in Part G on page 3.

40. Termination of Contract

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

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

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

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

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

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

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

- **Termination for Convenience**

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

  For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

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

    For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and

  - For reasonable expenses directly attributable to termination.

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

41. Time Extensions

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

Whenever the Engineer suspends the Contractor's operations, as provided in 8 6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

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

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

1. The Contractor being unable to work at least 50% of the normal workday on pre- determined controlling work items; or

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

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

The Department will not consider requests for time extension due to delay

in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

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

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

2. Utility work actually affected progress toward completion of controlling work items.

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

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

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

Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

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

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

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential

impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

42. Warranty Clauses

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

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

Exhibit "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONISBILITY MATTERS

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

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

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME:_____

DATE: _____

Exhibit "B"

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned _____certifies, to the best of his or her knowledge, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart 111 apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to§ 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconfoenance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, o federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and* access (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker* access *requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to§ 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHO within the time WHO requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHO. WHO will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHO will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journey workers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or§ 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or§ 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Tille 18 Crimes and Criminal Procedure, 18 US C. 1001

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or J;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or J;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or J; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or J.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or 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. 29 CFR 5.5.

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 contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more - as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification - First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first lier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any lime the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first lier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower lier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that ii and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower lier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7

ATTACHMENT A- EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the dale on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Attachment "A"

"General Decision Number: FL20250267 01/03/2025

Superseded General Decision Number: FL20240267

State: Florida

Construction Type: Highway

County: Polk County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	· Executive Order 14026 generally applies to the contract. · The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	· Executive Order 13658 generally applies to the contract. · The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUFL2022-036 06/27/2024

	Rates	Fringes
CARPENTER	$ 22.58	0.00
CEMENT MASON/CONCRETE FINISHER	$ 20.50	0.00
ELECTRICIAN	$ 24.08	3.40
IRONWORKER	$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 16.18 **	0.00
LABORER: Common or General	$ 16.89 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 21.43	3.75
LABORER: Pipelayer	$ 19.93	0.00
LABORER: Grade Checker	$ 17.21 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 19.64	2.89
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 26.54	11.00
OPERATOR: Boom	$ 33.61	11.50
OPERATOR: Broom/Sweeper	$ 17.00 **	0.72
OPERATOR: Bulldozer	$ 21.25	1.57
OPERATOR: Crane	$ 31.54	0.00

OPERATOR: Grader/Blade	$ 19.25	0.00
OPERATOR: Loader	$ 20.55	0.00
OPERATOR: Mechanic	$ 29.69	0.00
OPERATOR: Milling Machine	$ 20.86	1.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 22.09	0.00
OPERATOR: Piledriver	$ 25.18	0.00
OPERATOR: Roller	$ 20.11	0.00
OPERATOR: Scraper	$ 15.54 **	0.00
OPERATOR: Screed	$ 22.69	1.32
OPERATOR: Tractor	$ 16.00 **	0.68
PAINTER	$ 21.02	0.00
TRAFFIC CONTROL PERSON	$ 17.91	0.00
TRUCK DRIVER: Dump Truck	$ 16.68 **	0.00
TRUCK DRIVER: Flatbed Truck	$ 19.46	0.00
TRUCK DRIVER: Lowboy Truck	$ 21.42	0.00
TRUCK DRIVER: Off the Road Truck	$ 16.55 **	0.00
TRUCK DRIVER: Water Truck	$ 18.27	0.00
TRUCK DRIVER: Distributor Truck	$ 23.42	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to

which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated

rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the

state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION"

Part C - BID SUBMITTAL
(Not to Exceed)

NAME OF PROJECT: Maine Avenue Sidewalk Project (LAP) Bid 25-418

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

The Bidder further declares that he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have satisfied themselves relative to the work to be performed.

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

ALL THE PAGES THAT ARE PART OF THIS SECTION MUST BE
PROVIDED FOR THIS BID SUBMITTAL TO BE
CONSIDERED BY THE COUNTY

1. **BIDPRICE** $_____
(Note: This total represents the sum. of the unit prices on Bid Sheet.)

WRITTEN AMOUNT (SPELL OUT)

_____ DOLLARS

_____ CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** 255 CALENDAR DAYS TO FINAL COMPLETION

3. **NAME OF BIDDER:** _____
(typed or printed: firm, corporation, business or individual)

CONTRACTOR'S LICENSE NUMBER **(Copy of License Attached)**

_____ _____
State Certification Number Individual's Name (Print or Type)

_____ _____
Polk County Registration Number Individual's Name (Print or Type)

_____
Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

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

Addendum No._____ Date_____

Addendum No._____ Date_____

Addendum No._____ Date_____

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

Submittal Date _____
(Bid Receiving Date)

BIDDER: _____

BY: _____
(Authorized Signature - in ink)

_____
(Printed Name of Signer)

_____
(Printed Title of Signer)

_____
Address City State Zip Code

_____
Telephone Number

_____
Email Address

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____County OF _____

The foregoing instruments was acknowledged before me by means of D 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 D 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 D 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 D 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 Dis personally known to me or D has produced _____as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)

_____(Official Notary Signature and Notary Seal)

_____(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

BID 25-418 BID SHEET

No.	Item #	Uo M	Appr ox Qty		Item	Unit Price In Figures	Total Amount
					ROADWAY ITEMS		
1	101 1	LS	1		MOBILIZATION		$ -
2	102 1	LS	1		MAINTENANCE OF TRAFFIC		$ -
3	102 3	CY	49.1		COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE		$ -
4	102 60	ED	11,020		WORK ZONE SIGN		$ -
5	102 71 13	LF	680		TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE		$ -
6	102 74 1	ED	3,400		CHANNELIZING DEVICE - TYPE I, II, DI, VP, DRUM, OR LCD		$ -
7	102 99	ED	1,498		PROTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY		$ -
8	102 115	ED	530		TYPE III BARRICADE		$ -
9	104 10 3	LF	267		SEDIMENT BARRIER		$ -
10	104 11	LF	20		FLOATING TURBIDITY BARRIER		$ -
11	104 12	LF	555		STAKED TURBIDITY BARRIER		$ -
12	104 18	EA	2		INLET PROTECTION SYSTEM		$ -
13	110 1 1	AC	0.87		CLEARING & GRUBBING		$ -
14	110 4 10	SY	230		REMOVAL OF EXISTING CONCRETE		$ -
15	110 7 1	EA	10		MAILBOX, F&I		$ -
16	120 1	CY	777.5		REGULAR EXCAVATION		$ -
17	120 6	CY	293		EMBANKMENT		$ -
18	425 6	EA	5		VALVE BOXES, ADJUST		$ -
19	425 1521	EA	20		INLETS, DT BOT, TYPE C, <10'		$ -
20	425 1531	EA	5		INLETS, DITCH BOTTOM, TYPE C MODIFIED - BACK OF SIDEWALK, <10'		$ -

21	425 1585	EA	3		INLETS, DT BOT, TYPE H, PARTIAL		$ -
22	425 1910	EA	2.00		INLETS, CLOSED FLUME		$ -
23	430 174 124	LF	26.00		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD		$ -
24	430 175 118	LF	1374		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD		$ -
25	430 175 260	LF	130		PIPE CULVERT, OPTIONAL MATERIAL, 60" S/CD		$ -
26	430 982 125	EA	2		MITERED END SECTION, OPTIONAL ROUND, 18" CD		$ -
27	430 982 643	EA	1		MITERED END SECTION, OPTIONAL ROUND, 60" CD		$ -
28	430 984 129	EA	2		MITERED END SECTION, OPTIONAL ROUND, 24" SD		$ -
29	515 1 1	LF	754		PIPE HANDRAIL - GUIDERAIL, STEEL		$ -
30	520 1 10	LF	503		CONCRETE CURB & GUTTER, TYPE F		$ -
31	522 2	SY	1813		CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK		$ -
32	524 1 1	SY	9.3		CONCRETE DITCH PAVEMENT, NON-REINFORCED, 3"		$ -
33	526 1 1	SY	18		PAVERS, ARCHITECTURAL, SIDEWALK		$ -
34	527 2	SF	139		DETECTABLE WARNINGS		$ -
35	572 1 2	SY	2450		PEREFORMANCE TURF, SOD		$ -
					SIGNING & PAVEMENT MARKING		
36	700 1 50	AS	6		SINGLE POST SIGN		$ -
37	710 90	LS	1		PAINTED PAVEMENT MARKING FINAL SURFACE		$ -
	*	LF	443		PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 12"	XXX	
	*	LF	245		PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK, 24"	XXX	
38	711 11 123	LF	443		THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK		$ -
39	711 11 125	LF	12		THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR CROSSWALK		$ -
40	711 14 125	LF	233		THERMOPLASTIC, PREFORMED, WHITE, SOLID,24" FOR CROSSWALK		$ -

41	711 17 1	SF	22		THERMOPLASTIC, REMOVE EXIST. THERMO. PAVT. MARKINGS - SURFACE TO REMAIN		$ -
					STRUCTURE ITEMS		
42	400 4 11	CY	323.1		CONCRETE CLASS IV, RETAINING WALLS		$ -
43	415 1 3	LB	26,507		REINFORCING STEEL - RETAINING WALLS		$ -
					PROJECT CONTINGENCY		
	999-906	$	1		MISCELLANEOUS	$ 100,000.00	$ 100,000.00
BASIS OF AWARD (ROADWAY + SIGNING & PAVEMENT MARKING + STRUCTURE + CONTINGENCY) TOTAL:							$ 100,000.00

_____

Company Name

PART D - EXHIBITS

EXHIBIT I

BID BOND

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

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

---

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this ____ day of_____20_.

ATTEST:

PRINCIPAL:_____

_____
Witness

BY:_____ (SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY: _____
Printed Name

_____
Witness

BY: _____ (SEAL)
Attorney in Fact

_____
Witness

_____
Printed Name

_____
Business Address

_____

NOTES:
1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

EXHIBIT II-A **FRONT PAGE**
F.S. CHAPTER 255.05

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

_____

_____

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

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

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: $_____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION OF PROJECT: _____

_____

_____

PROJECT LOCATION: _____

EXHIBIT II-A (cont'd): PERFORMANCE BOND

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

THE CONDITION OF THIS BOND is that if the Principal:

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

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

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

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

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

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

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

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

ATTEST: PRINCIPAL: _____

BY: _____(SEAL)

Witness: _____ Authorized Signature (Principal)

Printed Name: _____

Witness: _____ Title of Person Signing Above:_____

ATTEST: SURETY: _____

(Printed Name)

Witness: _____ BY:_____ (SEAL)

Attorney in Fact

Witness: _____ Printed Name _____

Business Address _____

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

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

EXHIBIT II-B: 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 or Principal or its estate as a result of any proceeding.

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

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

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

ATTEST: PRINCIPAL: _____

BY: _____(SEAL)

Witness: _____ Authorized Signature (Principal)

Printed Name: _____

Witness: _____ Title of Person Signing Above:_____

ATTEST: SURETY: _____

(Printed Name)

Witness: _____ BY:_____ (SEAL)

Attorney in Fact

Witness: _____ Printed Name _____

Business Address _____

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

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to 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 III
PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid #25-418, and the inclusion by_____ (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

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

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

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

Entered into this_ _____day of_____, 20_, by _____

_____ (Name of Surety)

_____
Authorized signature of Surety

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of_____)
SS
County of_____)

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

1. They are_____of_____ _, the Bidder that has submitted the attached Bid;

2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title _____ __

Subscribed and sworn to before me this_____day of_____ _, 20 ____ _

_____

_____
(Title)

My Commission expires _____

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of_____)
SS
County of_____)

_____, 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:
_____.

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed_____

Title_____

Subscribed and sworn to before me this_____day of_____, 20_
_____

(Title)

My Commission expires_____

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 25-418

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid #25-418.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

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

Dated this_____day of_____, 20 _____

Name of Firm _____

By _____

_____
Title of Person Signing

Subscribed and sworn to before me this_____day of_____, 20 _
_____

_____

_____
(Title)

My Commission expires _____

Exhibit VI-A, Subcontract List

		Classification															
Work Activity	Firm performing work	Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%	Asian Indian American	%	Total	% of Total
Maintenance of traffic	Traffic Control Products																
Signing	Traffic Control Products																
Pavement markings	Traffic Control Products																
Asphalt	Self Perform																
Clearing & Grubbing	Self Perform																
Misc 1	Bob's Company																
Misc 2	Sam's Company																
!Totals		!$		!$		$		$		$		$		!$		1.00% !	

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

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

	Division of Work	Results of Good Faith Effort
1.		
2.		
3.		
4.		
5.		

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

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

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (OLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

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

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

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

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

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

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

Contractor's Name: ----------

Address: ----------

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

YES__ NO

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

YES___ NO

3. Bidder has filed all compliance reports due under applicable instructions:

YES__ NO

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

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

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

_____

Printed Name

_____

Title

_____

Signature

_____

Date

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that_____does: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Bidders Signature

_____

Date

EXHIBITX

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

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

Dated this ____ day of _____, 20 __

Name of Firm _____

By _____ __

_____

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This ___ day of _____ 20 ___ _

Notary Public:_____ __

My Commission Expires:_____ ____

GENERAL CONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT

Exhibit XI

TO: POLK COUNTY BOARD OF COUNTY COMMISSIONERS

Application Date: _____

Page ____ of ____ pages

CONTRACTOR: _____

REMIT TO: _____

_____

Application No.: _____

Contract No.: _____

PO No.: _____

PROJECT: _____

Period From: _____

To: _____

CHANGE ORDER SUMMARY			
Change Orders approved this month			
Number	Date Approved	ADDITION	DEDUCTION
TOTAL		$ -	$ -
Approved in previous months			
Number	Date Approved		
TOTALS		$ -	$ -
Net change by Change Orders			$ -

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. **ORIGINAL CONTRACT SUM**		
2. Net change by Change Orders		$ -
3. **CONTRACT SUM TO DATE** (Line 1 +/- 2)		$ -
4. **TOTAL COMPLETED & STORED TO DATE** (Col. G)		
5. **RETAINAGE**		
a. 5 % of Completed work (Column D + E)		
b. 5 % of Stored Material (Column F)		
Total Retainage (Line 5a + 5b)		$ -
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$ -
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from previous application)		
8. **CURRENT PAYMENT DUE**		$ -
9. **BALANCE TO FINISH, WITH RETAINAGE** (Line 3 less Line 6)		$ -

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the County, and that current payment shown herein is now due.

CONTRACTOR: _____

By _____ Date _____

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____ 20

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Notary Public: _____

GENERAL CONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT

My Commission expires: _____

Exhibi t XI

Pag e ____ of ____ page s

TO: POLK COUNTY BOARD OF COUNTY COMMISSIONERS

Application Date: Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

COUNTY: By: _____ Authorized Signature Date

Contract No.: _____

PO No.: _____

CONTRACTOR: _____

REMIT TO: _____ Date

Application No.: _____

PROJECT: _____

Period From: _____ To: _____

CHANGE ORDER SUMMARY

Change Orders approved this month

Number	Date Approved	ADDITION	DEDUCTION
		$ -	$ -
TOTAL		-	-

Approved in previous months

Number	Date Approved		
TOTAL		$ -	$ -

Net change by Change Orders $ -

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the County, and that current payment shown herein is now due.

CONTRACTOR

By _____ Date _____

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 20____

SCHEDULE OF VALUES

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

A Item No. Include MBE Extension)	B Description	C Scheduled Value	C1 Quantity	C2 Unit Price	D WORK COMPLETED Previously Completed	E Quantity Complete this Period	F Cost this Period	G Materials presently Stored	H Total Stored and Completed to date	I % Complete	J Balance to Finish	K Total Retainage to date

						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
Allowance						$ -	#DIV/0!	$ -	$ -
Page Total		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Totals		$ -	$ -	$ -	$ -	$ -		$ -	$ -

EXHIBIT XII
CONTRACTOR CERTIFICATION OF
DISBURSEMENT OF PREVIOUS PROGRESS PAYMENT TO SUBCONTRACTORS

DATE _____

PROJECT: _____ CONTRACT NO. _____

_____ PROGRESS PAYMENT NUMBER: _____

_____

_____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by the County for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:
The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

_____ _____

Subcontractor or Supplier Name **Subcontractor or Supplier Name**

_____ _____

Street Address **Street Address**

_____ _____

City, State and Zip **City, State and Zip**

State of Florida
County of _____
Sworn to and subscribed before me this _____ day

of by

_____
(Print name of authorized person signing Certification)

_____
(Notary Public) **Commission Expires**

Personally known_____OR Produced Identification_____

Type of Identification Produced _____

A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

_____
Contractor

_____
By

_____
Title

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.

EXIDBIT XIII
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Maine Avenue Sidewalk

Project (LAP) _____

Contract No: _____

Notice to Proceed Date:

County's Project No.:_____

Contract Date:_____

Completion Date:_____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on._____ .This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents.

Once all punch list items are complete, a list of closeout documents to be completed and corrected is attached hereto for final completion of Contract requirements. This list may not be all-inclusive; and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items on the list shall be completed or corrected by the Contractor within___ calendar days of the above date of substantial completion.

This Certificate does not constitute an acceptance of the Work that has not been completed in accordance with the Contract Documents; nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents. Signatories agree the project is substantially complete as of the date established herein and that the project can and will function as intended and that the attached list represents deficient items requiring correction/completion prior to final completion and that this list may be amended by the Professional or County to add any other items to bring the Work in compliance with the Contract Documents. If the list is amended a reasonable time shall be given to complete the items added.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XIV
CERTIFICATE OF FINAL COMPLETION

Project: _____ County's Project No.: _____

Contract No.:_____ Contract Date:_____

Notice to Proceed Date:_____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on_____. This Certificate of Final Completion applies to all Work under the Contract Documents. The warranty period shall begin on the date established herein.

All closeout documents have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Contractor retains responsibility and obligation to the County for warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional:_ (Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XV
MATERIALS AND EQUIPMENT STORED ON SITE

Contractor's Estimate No._____Project _____
Period_____to_____Page____ of Preparer
(signature & 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 NUMBER:
CONTRACT NO.:

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS
BARTOW, FLORIDA 33830

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: _____
Department Director
Date: _____

ARCHITECT/ENGINEER: _____

Date: _____

AAR's less than $50,000.00 require County Manager or designee approval.
AAR's over $50,000.00 but less than $100,000.00 require County Manager approval.
AAR's over $100,000.00 require Board approval.

BOARD OF COUNTY COMMISSIONERS: _____
CHAIRMAN

Date: _____

EXHIBIT XVII
CHANGE ORDER

PROJECT: **CHANGE ORDER NUMBER:**
BID NO.: **CONTRACT NO.:**

CONTRACTOR:

POLK COUNTY,
A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA

ARCHITECT/ENGINEER:

DESCRIPTION OF CHANGE ORDER:

Contract is changed as follows:

ARCHITECT/ENGINEER:_____
Date:_____Signature

Not valid until signed by the County and Contractor.

Original Contract Sum	$
Net change by previously authorized Change Orders	$
Contract Sum prior to this Change Order	$
Contract Sum will be **increased/ decreased** by this Change Order in the amount of	$
New Contract Sum including this Change Order will be	$

Contract Time will be increased by_____days.
Date of substantial Completion as of the date of this Change Order therefore is _____

The above changes are accepted by:

CONTRACTOR:_____Date:_____

YOU ARE HEREBY AUTHORIZED TO MAKE THE CHANGES NOTED ABOVE:

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

_____
Division Director Date

(Change order increases require Board approval)

Reviewed as to form and legal sufficiency:

_____ _____
County Attorney's Office Date County Manager or designee Date

_____
CHAIRMAN **Date**

EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE

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

Bid # 25-418

_____ _____

Contractor Signature

_____

Printed Name of Signer

_____

Date

EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: 25-418
PROJECT NAME: Manie Avenue Sidewalk Project - LAP

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

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

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

Company Name: _____

_____

Signature Title Date

STATE OF:_____ COUNTY OF:_____

The foregoing instrument was signed and acknowledged before me this____day of _____, 20____, by____who has produced
(Print or Type Name)

_____ as identification. (Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

EXHIBIT XX
STATEMENT OF NO BID

If submitting a "NO BID", Bidder shall return this form to the Polk County Board of County Commissioners Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: 25-288 for the following reasons:

_____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).

_____ Insufficient time to respond to invitation for bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet bond or insurance requirements.

_____ Specifications unclear (please explain below).

_____ Other (please specify below).

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

_____
Typed Name and Title

_____
Signature

_____
Company

_____
Address

_____
Telephone Number

_____
Date

Roads & Drainage Division

Jay M. Jarvis, P.E. *Director*

EXHIBIT XXI- Lane Closure

POLK COUNTY

Board of County Commissioners

3000 Sheffield Road
Winter Haven, Florida 33880

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

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

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

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

Attach Map and/or Detour

Reviewed by:

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

Approved by:

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

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

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

Equal Opportunity Employer

Roads & Drainage Division

Jay M. Jarvis, P.E.
Director

EXHIBIT XXII - Road Closure

Polk
Board of County Commissioners

3000 Sheffield Road
Winter Haven, Florida 33880

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

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR CLOSURE:

ROAD CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

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

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

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

Note: This road closure request must be received by the Roads & Drainage Division at least **110) working days** prior to the anticipated start date of the road closure. Please submit **completed** form to: roadclosurecoordinator@polk-county.net

Attach Map and/or Detour

Reviewed by:

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

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

Approved by:

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

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

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

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

EXHIBIT XXIII
WORK PLAN
CONTROLLING ITEM OF WORK

POLK COUNTY PROJECT NO. _____ CONTRACT NO. _____

In accordance with the accepted work schedule, the controlling items of work for the period (weekly / bi-weekly) from

_____ to _____ are as follows:

Description	Location/Limits

Prime Contractor or Subcontractors will work:

5 day work week _____ 6 day work week
7 day work week _____ Other

Contractor's comments:

Submitted by: _____
Contractor's Representative (signature) Date

Project Engineer's comments:

Approved by: _____
Project Engineer (signature) Date

Distribution: Original – Project File

1 Copy – Contractor (as requested)

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 25-288, Maine Avenue Sidewalk Project (LAP).

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 130 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 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 180 days. The allowance time for this project is 27 days.

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

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

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

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

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

ATTEST: STACYM. BUTTERFIELD, CLERK

BY:_____ __
DEPUTY CLERK

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

BY:_____ __
T.R. Wilson, CHAIRMAN BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____ __

Reviewed as to form and legal sufficiency

_____
County Attorney's Office Date

ATTEST:

_____
Corporate Secretary

SEAL

CONTRACTOR:_____ __

BY:_____ __
Authorized Corporate Officer or Individual

_____
(Printed or Typed Name of Signer)

_____
(Printed or Typed Title of Signer)

_____
(Business Address of Contractor)

_____
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) .

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART F

Bid 25-418

Maine Avenue Sidewalk Project (LAP)

CONSTRUCTION PLANS, TECHNICAL REPORTS & SPECIFICATION PACKAGE

Technical Specifications for Polk County, prepared by Kisinger Campo and Associates dated.

March 22, 2024

To receive a copy of **Specifications and Drawings**, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 25-418 Maine Avenue Sidewalk Project (LAP).zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, Excel Bid Sheet, and Excel exhibits. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DBE BID PACKAGE INFORMATION

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.54% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "__" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: ----------

Date: ----------

Title: ----------

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 any federal 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 Section 1352, Title 31, U.S. Code. 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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: ---------- Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES☐ NO
If *no,* then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: Quarter: Date of last report: (mm/dd/yyyy)

4. Name and Address of Reporting Entity: 0 Prime 0 Subawardee Tier *if known:* Congressional District, *if known:* 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, *if known:*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:*
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: Print Name: Title: Telephone No.: Date (mm/dd/yyyy):

Standard Form LLL (Rev. 7-97)
Authorized for Local Reproduction

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid 0MB Control Number. The valid 0MB control number for this information collection is 0MB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Vendor Eligibility Check Prior to Contract Award

Project Description(s):____

Financial Project Number(s):____

In accordance with State law:

Section 287.133(2)(b), Florida Statutes, provides that public entities may not contract with firms that have been excluded from participating in the public contracting process.

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided ins. 287.017. F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Convicted Vendor List/ Suspended Vendor List/ Discriminatory Vendor List/ Federal Excluded Parties List/ Vendor Complaint Lists are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Petroleum Energy Sector) are available at the following Florida State Board of Administration site:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

_____

Printed Name

_____

Signature

Date: .....

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number
VF

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _ day
of _____ ,20__

By: _____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT(OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of interest/Confidentiality Certification.

Technical Review Committee Members:

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Technical Review Committee Members:
(Continued)

Printed Names	Signatures	Date

DOT Technical Advisors:

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

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Advertisement No./ Solicitation **No**	Description	Financial Project Number(s)

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(continued on next page)

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/AWARDS COMMITTEE

LOW BID PROJECTS

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Letting Date:

Contract Number(s):

Technical Review/Awards Committee Members:
Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC-1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/AWARDS COMMITTEE

LOW BID PROJECTS
Additional Page

Contract Number(s): _

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Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

375-030-50
PROCUREMENT
OGC- 1/20

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

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Printed Names	Signatures	Date

FPN: _____	FPN: _____	FPN: _____
Federal No (FAIN):	Federal No (FAIN):	Federal No (FAIN): _____
Federal Award Date:	Federal Award Date:	Federal Award Date: _____
Fund:	Fund:	Fund: _____
Org Code:	Org Code:	Org Code: _____ __
FLAIR Approp:	FLAIR Approp:	FLAIR Approp: _____
FLAIR Obj:	FLAIR Obj:	FLAIR Obj: _____

County No:_____ Contract No: _____
Recipient Vendor No: _____ Recipient DUNS No: _____
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____ _, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and ___ ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in ___ , as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before ___ . If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ ___ . This amount is based upon the Schedule of Financial Assistance in **Exhibit "B",** attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of$ ___ and as more fully described in **Exhibit "B".** This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.1. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A".**

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A".** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

D If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H",** Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the

Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1),*** **F.S.,** will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract 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, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R, and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately

supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart **F** - Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart **F** - Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart **F** -Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F -Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources *(i.e.,* the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F - Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F -Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program:
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement

constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

'To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

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

to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

D shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D".** This provision will survive termination of this Agreement.

17. **Miscellaneous Provisions:**

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-

Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

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

p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A", "B", "C", "D", "E"** and **"F"** are attached to and incorporated into this Agreement.

b. D If this Project includes Phase 58 (construction) activities, then **Exhibit "G",** FHWA FORM 1273, is attached and incorporated into this Agreement.

c. D Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H",** Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. D State funds are used on this Project. If state funds are used on this Project, then **Exhibit** "I", State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J",** State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. D This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K",** Advance Project Reimbursement is attached and incorporated into this Agreement.

f. D This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. D This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M",** Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. D This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N",** Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. DA portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O",** Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. D The following Exhibit(s) are attached and incorporated into this Agreement: ___

k. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way
* Additional Exhibit(s):

Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

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

p. If this Agreement is entered into as a result of a competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A", "B", "C", "D", "E"** and **"F"** are attached to and incorporated into this Agreement.

b. D If this Project includes Phase 58 (construction) activities, then **Exhibit "G",** FHWA FORM 1273, is attached and incorporated into this Agreement.

c. D Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H",** Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. D State funds are used on this Project. If state funds are used on this Project, then **Exhibit** "I", State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J",** State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. D This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K",** Advance Project Reimbursement is attached and incorporated into this Agreement.

f. D This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. D This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M",** Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. D This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N",** Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. DA portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O",** Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. D The following Exhibit(s) are attached and incorporated into this Agreement: ___

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: _____

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

(the Recipient)

PROJECT LOCATION:

D The project is on the National Highway System.

D The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:

PROJECT DESCRIPTION:

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by
b) Design to be completed by
c) Right-of-Way requirements identified and provided to the Department by
d) Right-of-Way to be certified by
e) Construction contract to be let by
f) Construction to be completed by

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _	$ _	$ _	$ _
FY: (Insert Program Name)	$ _	$ _	$ _	$ _
FY: /Insert Program Name\	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _	$ _	$ _	$ _
FY: (Insert Program Name)	$ _	$ _	$ _	$ _
FY: /Insert Program Name	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
-Y: (Insert Programs Name)	$ _	$ _	$ _	$ _
-Y: (Insert Program Name)	$ _	$ _	$ _	$ _
FY: /Insert Program Name\	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)• Phase 68				
i:y: (Insert Program Name)	$ _	$ _	$ _	$ _
-y: (Insert Program Name)	$ _	$ _	$ _	$ _
-y: /Insert Program Name\	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Insert Phase)				
=Y: (Insert Program Name)	$ _	$ _	$ _	$ _
=Y: (InsertProgram Name)	$ _	$ _	$ _	$ _
=Y: (Insert Program Name\	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 0.00	$ 0.00	$ 0.00	$ 0.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature Date

Exhibit "C"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) Compliance with REGULATIONS: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) Information and Reports: The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency **(LEP).** To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "D"

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	$
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	Choose an item.
Indirect Cost Rate:	Choose an item.

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 - Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 - Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 - Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration - Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT "F"

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

EXHIBIT "G"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated July 5, 2022 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.2ov/pro2ramadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

EXHIBIT "H"

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called "Project Standards." Specifically, the Recipient agrees to:

   a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

   b) Properly mulch plant beds;

   c) Keep the premises free of weeds;

   d) Mow and/or cut the grass to the proper length;

   e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

   f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

   The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.

EXHIBIT "M"
ROADWAY LIGHTING MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

EXHIBIT "N"

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16. is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.

2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.

3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.

4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.

5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the **IMSA.**

6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.

7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.

10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, _____ hereby declare that I am
(NAME)

_____ of _____
(TITLE) (FIRM)

of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix 8-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION FOR CONSTRUCTION

575-095-05
RIGHT OF WAY
01117

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

D No persons or businesses were required to move or move personal property from the project right of way.

D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

D No structures or improvements, including encroachments, required removal from the project right of way.

D All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Certified by: _____

Title: Date:

CERTIFICATION FOR CONSTRUCTION WITH EXCEPTION($)

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO_ (Construction): _____ DESCRIPTION: _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

D No persons or businesses were required to move or move personal property from the project right of way.

D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

D No structures or improvements, including encroachments, required removal from the project right of way.

D All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

CERTIFICATION FOR CONSTRUCTION WITH EXCEPTION(S)

Exception(s) to the above statements and time frame(s) for the exception(s) to be cleared or removed are described as follows:

Certified by: _____

Title: Date:

Director's Comments:

The above exceptions are approved:

_____

Director, Office of Right of Way Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION

575.095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.: _____ **MANAGING** DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____

LETTING DATE: _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

D No persons or businesses were required to move or move personal property from the project right of way.

D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

D No structures or improvements, including encroachments, required removal from the project right of way.

D All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____

Title: Date:

Certified by FDOT _____

Title: Date:

LAP CERTIFICATION WITH EXCEPTION(S)

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

D Right of way was not acquired for this project.

D Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

D No persons or businesses were required to move or move personal property from the project right of way.

D All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

D No structures or improvements, including encroachments, required removal from the project right of way.

D All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

D No structures or improvements requiring asbestos abatement were located on the project right of way.

D Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____

Title: Date:

Exception(s) to the above statements and time frame(s) for the exception(s) to be cleared or removed are described as follows:

Certified by FDOT: _____

Title: Date:

Director's Comments:

The above exceptions are approved:

_____

Director, Office of Right of Way Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

INITIAL DESIGN BUILD CERTIFICATION

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Certified by: _____

Title: Date:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP INITIAL DESIGN BUILD CERTIFICATION

R/W ITEM/SEGMENT NO.:	_____	**MANAGING** DISTRICT:	_____
CONSTRUCTION ITEM/SEGMENT **NO.:**	_____	STATE ROAD:	_____
F.A.P. NO. (Construction):	_____	DESCRIPTION:	_____
COUNTY:	_____	_____	
LETTING DATE:	_____	_____	

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Submitted by Local Agency: _____

Title: Date:

Certified by FDOT: _____

Title: Date:

FOCD

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PROPRIETARY PRODUCT CERTIFICATION

To:_____ Date:_____
Design Engineer

Financial Project ID:_____ New Const. D RRR D
Federal Aid Number:_____
Project Name:_____
State Road Number:_____ Co. *I* Sec. *I* Sub.:_____
Begin Project MP: End Project MP:_____
Full Federal Oversight: No D Yes D Note: If Yes, submit to FHWA Director.

A justification and all supporting documents must be attached to this document.
Mark the appropriate certification:

"I, _____, _____, *of the* _____,
Print Name of Initiator *Position Title* *Name of Agency*

do hereby certify that in accordance with the requirements of 23 CFR 635.411(a)(2),
Mark appropriately (choose only one option):

that this patented or proprietary item is essential for synchronization with existing highway facilities.
☐ *that no equally suitable alternative exists for this patented or proprietary item."*

_____ _____
Signature *Date*

For Department Use Only

"I, _____, _____,
Print Name *Position Title*

of the Florida Department of Transportation, do hereby approve this certification request made in accordance with the requirements of 23 CFR 635.411(a)(2),
Mark appropriately (choose only one option):

D *that this patented or proprietary item is essential for synchronization with existing highway facilities.*
D *that no equally suitable alternative exists for this patented or proprietary item."*
Identify any conditions and limitations:

_____ _____
Signature *Date*

Revised 01/2015

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit*

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AFFIDAVIT REGARDING LABOR AND SERVICES

375-030-31
PROCUREMENT
07/24

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name: _____
Address: _____
Phone Number: _____
Authorized Representative's Name: _____
Authorized Representative's Title: _____
Email Address: _____

AFFIDAVIT

I, *insert nongovernmental entity's authorized representative name*, as authorized representative attest that *insert nongovernmental entity's name* does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

_____
(Signature of authorized representative) Date

STATE OF FLORIDA
COUNTY OF
Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this day of , (year), by

_____
Notary Public, not required when digital

_____
Commission Expires
Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced

AFFIDAVIT REGARDING LABOR AND SERVICES

LAP DIVISION I SPECIFICATIONS.
(REV 6-27-24) (FA 8-23-24) (FY 2025-26)

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Construction Checklist Specifications

Nongovernmental Entity's Name: from
Address: Department of Transportation
Phone Number: Standard Specifications for Road and Bridge Construction
Authorized Representative's Name:
Authorized Representative's Title:
Email Address:

AFFIDAVIT

I, *insert nongovernmental entity's authorized representative name*, as authorized representative attest that *insert nongovernmental entity's name* does not use coercion for labor or services as defined in §787.06, Florida Statutes.

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Programs Manual (525-010-300) and the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-010-44).

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of authorized representative) Date

STATE OF FLORIDA
COUNTY OF
Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this day of , (year), by

Notary Public, not required when digital

Commission Expires
Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced

SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Prequalification of Bidders.

Except as noted below, prequalify with the Department to be eligible to bid. The Department publishes regulations covering prequalification of Bidders under separate cover.

The Department does not require the Bidder to be a prequalified Contractor if bidding construction contracts of $250,000 or less, or if constructing buildings. In addition, at its sole discretion, the Department may waive prequalification requirements on contracts of $500,000 or less.

For construction contracts requiring prequalification, file an application for qualification using the Department's online prequalification application system, giving detailed information with respect to financial resources, equipment, past record, personnel, and experience. For qualified applicants, the Department will issue a certificate fixing the types of work and the aggregate amount of work that the Department allows the prequalified Bidder to have under contract at any one time.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

1. A bid on a Contract to provide any goods or services to a public entity.
2. A bid on a Contract with a public entity for the construction or repair of a public building or public work.
3. Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

All prequalified Contractors bidding on any Contract must certify their total dollar amount of Work Underway and submit Form 375-020-39 or a spreadsheet in a similar format prior to submitting a bid. This information must be submitted at least once during the month the bid is due via the "Work Underway" link in the Contractor Pre-Qualification System.

SECTION 4 – SCOPE OF THE WORK.

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2. A major item of work is defined as an increase in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension

entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,

b. Actual Rate for items listed in Table 4-1,

c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

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

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

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

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

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount
B = Original Contract Time
C = 8%
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time

extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

4-3.2.2 Subcontracted Work: Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original Subcontract amounts(s)*

B = Original Contract Time
C = 8%
Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in

the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed $100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Standard Plans.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This mandatory workshop can only be eliminated if agreed to in writing by both the Contractor and Department. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals 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 Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal. Deletions of work, approved by the Engineer which are not directly associated with or integral to a Proposal will be handled as full credits to the Department for the work deleted.

3. The Department shall have the right to reject, at its discretion, any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal. This mandatory meeting can only be eliminated if agreed to in writing by both the Contractor and Department.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or their duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract. as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

4-4 Unforeseeable Work.

When the Department requires work that is not covered by a price in the Contract and such work does not constitute a "Significant Change" as defined in 4-3.1, and the Department finds that such work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

SECTION 5 – CONTROL OF THE WORK (FINAL ACCEPTANCE AND CLAIMS).

5-11 Final Acceptance.

When, upon completion of the final construction inspection of the entire project, the Engineer determines that the Contractor has satisfactorily completed the work, the Engineer will give the Contractor written notice of final acceptance.

5-12 Claims by Contractor.

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

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

5-12.2 Notice of Claim:

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

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten

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

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

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

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

If the Contractor provides the written notice of intent, the preliminary request for time extension, and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the

Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;

2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

a. documented additional job site labor expenses;

b. documented additional cost of materials and supplies;

c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;

d. any other additional direct costs or damages and the documents in support thereof;

e. any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

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

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of $3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part

thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the Nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

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

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

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

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific

locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims for Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

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

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of

any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

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

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

17. Income tax returns for all years reflecting the operations on this project;

18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

SECTION 6 – CONTROL OF MATERIALS.

6-1 Acceptance Criteria.

6-1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The Engineer may inspect and test any material, at points of production, distribution and use.

6-1.2 Sampling and Testing: Use the Department's current sample identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the Department.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to the Department.

6-1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the Engineer for qualification and use on Department projects. Testing will be as specified in the Contract Documents. The Department may require that manufacturers submit samples of materials for independent verification purposes.

6-1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

6-1.2.3 Point of Distribution Test: Test the material at Distribution facilities as specified in the Contract Documents.

6-1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, the Department may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by manufacturer certification. The Department may reject all materials that, when retested, do not meet the requirements of these Specifications.

6-1.3 Certification:

6-1.3.1 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampl

eforms.shtm . Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

6-1.3.1.1 Approved Product List: This list provides assurance to Contractors, consultants, designers, and Department personnel that specific products and materials are approved for use on Department facilities. The Department will limit the Contractor's use of products and materials that require use of APL items to those listed on the APL effective at the time of placement. Where the terms Qualified Products List (QPL) appear in the Contract Documents, they will be synonymous with Approved Product List (APL).

Manufacturers seeking to have a product evaluated for the APL must submit an application, available on the Department's website at the following URL:https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm. Applications must include the following documentation:

1. Supporting documentation as required by the Specifications, Standard Plans, and APL approval process. A sample may be requested to verify the product, in accordance with the specifications.
2. A photograph displaying the product as shipped with packaging.
3. A list displaying all components within the shipped packaging, if applicable.
4. Installation instructions and materials, if applicable.
5. Product packaging or product labels as required by the Specifications.
6. Construction material percentages and country source of materials.
7. Last two manufacturing steps and country of manufacture.
8. Manufacturer name and material designation (product name, product model/part number/style number, etc.) must be as identified on the product, product packaging, and product labels.
9. Applications must be signed by a legally responsible person employed by the manufacturer of the product.

Required test reports must be conducted by an independent laboratory or other independent testing facility. Required drawings and calculations must be signed and sealed by a Professional Engineer licensed in the State of Florida.

Products that have successfully completed the Department's evaluation process are eligible for inclusion on the APL. Manufacturers are required to submit requests to the Department for approval of any modifications or alterations made to a product listed on the APL. This includes, but is not limited to, design, raw material, or manufacturing process modifications. Modification or alteration requests must be submitted along with supporting documentation that the product continues to meet Section 6, the Specification, or Standard Plans requirements. A product sample and additional product testing and documentation may be required for the modification evaluation. Any marked variations from original test values, failure to notify the Department of any modifications or alterations, or any evidence of inadequate performance of a product may result in removal of the product from the APL.

Manufacturers must submit supporting documentation to the Department for a periodic review and re-approval of their APL products on or before the product's original approval anniversary. APL products that are not re-approved may be removed from the APL. Documentation requirements for the product review and re-approval, including schedule and criteria, are available on the Department's website at the following URL: https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm.

6-1.3.2 Contractor Installation Certification: Submit installation certifications as required by the Contract Documents.

6-2 Applicable Documented Authorities Other Than Specifications.

6-2.1 General: Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented authorities for requirements. When specified, meet the requirements as defined in such references.

6-2.2 Test Methods: Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If an FM does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addenda thereto, at the time of bid opening.

6-2.3 Construction Aggregates: Aggregates used on Department projects must be in accordance with Rule 14-103, FAC.

6-3 Storage of Materials and Samples.

6-3.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. The Department may reject improperly stored materials.

6-3.2 Use of Right-of-Way for Storage: If the Engineer allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to the Department or as specified in the Contract Documents. Provide any additional space required at no expense to the Department.

6-3.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. The Department is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

6-3.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

6-4 Defective Materials.

Materials not meeting the requirements of these Specifications will be considered defective. The Engineer will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the Department.

Do not use material that has been rejected, until the Engineer has approved the material's use. Upon failure to comply promptly with any order of the Engineer made under the provisions

of this Article, the Engineer has the authority to have the defective material removed and replaced by other forces and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

6-4.1 Engineering Analysis: As an exception to the above, within 30 calendar days of the termination of the LOT or rejection of the material, the Contractor may submit to the Engineer a proposed Engineering Analysis Scope to determine the disposition of the material. The Engineering Analysis Scope must contain at a minimum:

1. Description of the defective materials.
2. Supporting information, testing or inspection reports with nonconformities, pictures, drawings, and accurately dimensioned deficiency maps as necessary. For cracked elements, provide drawings showing the location, average width, depth, length, and termination points of each crack along the surfaces. Provide the distance from each termination point to a fixed reference point on the component, such as beam end or edge of flange.
3. Proposed approach of investigation and analysis.
4. Name and credentials of the proposed Specialty Engineer or Contractor's Engineer of Record who will perform the engineering analysis.
5. Proposed testing laboratories, qualified in accordance with Section 105-7.

Upon approval of the Engineering Analysis Scope by the Engineer, the Specialty Engineer or Contractor's Engineer of Record may perform the engineering analysis as defined in the approved scope and submit a signed and sealed Engineering Analysis Report (EAR) to the Engineer. The EAR must contain at a minimum:

1. The approved Engineering Analysis Scope.
2. Any investigations performed and the associated results obtained.
3. Analysis and conclusion.
4. Proposed disposition of the material, addressing the performance and durability of the proposed action.

Provide as appropriate:

1. Written evidence of a previously approved comparable deficiency and its repair.
2. Documented research demonstrating the effectiveness of the proposed repair.
3. Engineering calculations.

A Specialty Engineer, who is an independent consultant, or the Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis within 45 calendar days of the Engineer's approval of the Engineering Analysis Scope, complete and submit the EAR. The EAR must be signed and sealed by the Specialty Engineer or the Contractor's Engineer of Record that performed the engineering analysis. Allow for a 45 calendar day review period for all EARs associated with a category 2 bridge; tolling components identified in the current FDOT General Tolling Requirements (GTR) Part 3; and the tolling-related signing, DMS and ITS infrastructure. Allow for a 25 calendar day review period for all other items. The Engineer will determine the final disposition of the material after review of the EAR. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

6-5 Products and Source of Supply.

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

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

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

2. Materials produced in a qualified prison facility.

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

6-5.2 Source of Supply: Comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Sourcing Preferences of the Build America, Buy America Act (BABA). Domestic compliance for all affected products will be listed on the APL. The list of affected articles, materials, and supplies that have been added to the APL and are not identified in each individual Section can be found at the following URL: https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm.

6-5.2.1 Steel and Iron: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

6-5.2.2 Manufactured Products: Use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.

6-5.2.3 Construction Materials: Use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

6-5.2.4 Exemptions to Build America, Buy America: Temporary devices, equipment, and other items removed at or before the completion of the project are exempt from BABA funding eligibility requirements. Aggregates, cementitious materials, and aggregate binding agents or additives are exempted from BABA funding eligibility requirements.

6-5.3 Contaminated, Unfit, Hazardous, and Dangerous Materials: Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC.

7-1.1 Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated October 23, 2023 is posted on the Department's website at the following URL address: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa_1273_revised-10-23-23.pdf?sfvrsn=d7604d20_1

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

7-1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds: Do not introduce or release prohibited aquatic plants, plant pests, or noxious weeds into the project limits as a result of clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, or other such activities. Immediately notify the Engineer upon discovery of all prohibited aquatic plants, plant pests, or noxious weeds within the project limits. Do not move prohibited aquatic plants, plant pests, or noxious weeds within the project limits or to locations outside of the project limits without the Engineer's permission. Maintain all borrow material brought onto the project site free of prohibited aquatic plants, plant pests, noxious weeds, and their reproductive parts. Refer to Rule 5B-64 and Rule 5B-57, of the Florida Administrative Code for the definition of prohibited aquatic plants, plant pests, and noxious weeds.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

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

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

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

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

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

7-1.7 Insecticides, Herbicides and Fertilizers:

7-1.7.1 Insecticides and Herbicides: Use products found on the following website, https://www.npirs.org/state/ approved by the Florida Department of Agriculture for the State of Florida. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

Ensure that all insecticides and herbicides are applied in accordance with Chapter 5E-9, Florida Administrative Code. Provide a copy of current certificates upon request, to the Engineer.

Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.

Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

7-1.7.2 Fertilizer: Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license in accordance with Section 482.1562, F.S. Upon request, provide a copy of current certificates to the Engineer.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

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

7-7 Control of the Contractor's Equipment.

7-7.2 Overloaded Equipment: Do not operate on any road, street or bridge including a Department owned temporary bridge, any hauling unit or equipment loaded in excess of:

1. the maximum weights specified in the Florida Highway Patrol, Commercial Motor Vehicle Manual (Trucking Manual), or

2. lower weight limits legally established and posted for any section of road or bridge by the Department or local authorities.

The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit.

This restriction applies to all roads and bridges inside and outside the Contract limits as long as these roads and bridges are open for public use. The Contractor may overload roads and bridges which are to be demolished after they are permanently closed to the public. The Contractor is responsible for all loss or damages resulting from equipment operated on a structure permanently closed to the public.

7-7.5 Contractor's Equipment on Bridge Structures: The Contractor's Engineer of Record shall analyze the effect of imposed loads on bridge structures, including Department owned temporary bridges, within the limits of a construction contract, resulting from the following operations:

1. Overloaded Equipment as defined in 7-7.2:
    a. Operating on or crossing over completed bridge structures.
    b. Operating on or crossing over partially completed bridge structures.
2. Equipment within legal load limits:
    a. Operating on or crossing over partially completed bridge structures.
3. Construction cranes:
    a. Operating on completed bridge structures.
    b. Operating on partially completed bridge structures.
4. Asphalt Milling Equipment:
    a. In excess of 90,000 lbs crossing bridge structures.
    b. Less than 90,000 lbs crossing bridge structures listed on the overweight routing map CRN-2 located on the Office of Maintenance Over-Weight Dimension Permits website at https://www.fdot.gov/maintenance/owod-permit-documents#BlanketAttachments.

Any pipe culvert(s) or box culvert(s) qualifying as a bridge under 1-3 is excluded from the requirements above.

A completed bridge structure is a bridge structure in which all elemental components comprising the load carrying assembly have been completed, assembled, and connected in their final position. The components to be considered shall also include any related members transferring load to any bridge structure.

The Contractor's Engineer of Record shall determine the effect that equipment loads have on the bridge structure and develop the procedures for using the loaded equipment without exceeding the structure's design load capacity.

Submit to the Department for approval the design calculations, layout drawings, and erection drawings showing how the equipment is to be used so that the bridge structure will not be overstressed. The Contractor's Engineer of Record shall sign and seal the drawings and the cover sheet of the calculations for the Department's Record Set.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

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

Wage Rate Decision Number	County	Associated Work

Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

7-24 Disadvantaged Business Enterprise Program.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

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

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

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

1. the procedures adopted to comply with these Specifications;
2. the number of subordinated Contracts on Department projects awarded to DBEs;
3. the dollar value of the Contracts awarded to DBEs;
4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
5. a description of the general categories of Contracts awarded to DBEs; and
6. the specific efforts employed to identify and award Contracts to DBEs.

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

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

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

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

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, the Contractor shall provide training aimed at developing full journeymen in a trade or job classification involved on all applicable roadway and bridge construction projects receiving federal funds.

The anticipated minimum number of trainees will be initially derived from construction contract calendar days and dollar value as represented within the provided Table 7-1. A final training goal will be determined at the Training Evaluation Meeting based upon the Department's consideration of all relevant factors including qualitative evidence in the form of contractor efforts to advance equal employment opportunity beyond mere compliance with legal obligations; the availability of eligible trainees; potential for effective training; contractor workforce; project location; type of work and work items; and contractor participation in other approved training or workforce development programs.

No trainees will be required for Federal-aid Contracts administered with a Contract Time allowance of less than 275 calendar days. When the Contract Time allowance is 275 calendar days or more, the estimated required number of trainees shown in Table 7-1, with all other relevant factors, be the basis in determining totals. The ability of the contractor to successfully achieve completion of required training goals is desired. From consideration of all criteria presented during the Training Evaluation Meeting, the District Contract Compliance Manager may adjust the minimum number of trainees regarding those totals.

Table 7-1	
Estimated Contract Values	Anticipated Required Trainees
$3,500,000 or less	0
Over $3,500,000 to $7,500,000	2
Over $7,500,000 to $12,000,000	3
Over $12,000,000 to $20,000,000	4
Over $20,000,000 to $30,000,000	6
Over $30,000,000 to $40,000,000	8
Over $40,000,000 to $60,000,000	10
Over $60,000,000 to $75,000,000	12
Over $75,000,000 to $90,000,000	14
Over $90,000,000 to $100,000,000	15
Over $100,000,000 to $125,000,000	17
Over $125,000,000 to $150,000,000	20
Over $150,000,000 to $175,000,000	22
Over $175,000,000 to $200,000,000	25
Over $200,000,000* One additional trainee per $10,000,000 additional Construction Contract amount	

Training and upgrading of minority, nonminority, women, and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, by conducting systematic and direct recruitment through public and private sources likely to yield minorities and women trainees the Contractor shall make every effort to enroll candidates to the extent such individuals are located and available within a reasonable area of recruitment. This training is not intended, and shall not be used, to discriminate against any applicant or prevent access of, whether minority, nonminority, woman, or persons believed economically disadvantaged.

The intent of these provisions is to provide training in construction crafts rather than clerical type positions. Training is permissible in lower-level management positions such as Office Engineers, Estimators etc., where the training is oriented toward construction

applications. Training in the laborer classifications, except Common or General Laborer, may be permitted provided that significant and meaningful training plan is provided and approved by the District Contract Compliance Manager. Training as a Helper for any position, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The Contractor may incorporate the requirements of this Section, including responsibility for training a portion of trainees, in any such subcontract maintaining continued primary responsibility and satisfaction of requirements imposed by this Section.

The Department and the Contractor shall establish a training program which is tied to construction scope of work, length of operations, and satisfy all equal employment opportunity obligations of the Contractor. Other additionally recognized apprenticeship or training programs may be considered acceptable provided those are being administered in a manner consistent with the equal employment obligations of Federal-aid Highway Construction Contracts. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work with classifications covered by such programs.

The Department and Contractor shall determine the training goal, classification types and minimum total hours needed during the Trainee Evaluation Meeting. An On-the-Job Training Schedule indicating number of training candidates and appropriate Proficiency Standards for each classification must be submitted by the Contractor within ten days after the meeting for approval by the Department.

This schedule may be subject to change and a revised schedule shall be submitted for approval by the Department if any of the following occur:

1. Start date on the approved On-The-Job Training Schedule or Plan has been missed by 14 or more days.
2. Start date on the approved On-The-Job Training Schedule or Plan is accelerated to commence earlier than 14 or more days.
3. A change in previously approved classifications.
4. Replacement trainees are added due to voluntary or involuntary termination.

The Contractor is responsible for identifying qualified candidates for enrollment and feasibly 25% of trainees in each occupation are in their first year of training. To ensure eligibility, the Contractor should include appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case. The Department will gather additional information regarding the proposed Candidates' previous work experience, training, as well as understanding of the On-the-Job Program and Proficiency Standards established for the classification.

The Trainee Enrollment and Notification of Personnel Action form is to be submitted fourteen days prior to the requested enrollment date. To be considered for enrollment, the proposed trainee candidate must meet the following criteria:

1. The candidate did not successfully complete a training course leading to journeyman status for the proposed classification.
2. The candidate did not gain sufficient experience by working in the proposed classification.
3. The candidate was not hired as a journeyman in the proposed classification.
4. The candidate is not currently enrolled in the On-the-Job Program.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the commencement of training. The compensation rate will be increased to the

journeyman's wage upon graduation from the training program for the remainder of the time the trainee graduate works in the classification in which they were trained.

If an economically disadvantaged non-minority person is enrolled, such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department. The Contractor will be responsible for, and provided an opportunity to identify actions and steps taken in pursuance thereof, prior to a determination of compliance with this Section being assessed the Contractor.

The Contractor may only enroll a trainee in one active classification per instance prior to approval of an additional classification for that trainee on the same project unless approved by the District Contract Compliance Manager. At beginning of training, the Contractor shall furnish the trainee a copy of the scheduled program they will follow during the intended training period and upon completion, award certification indicating type and total hours satisfactorily achieved.

To complete training , the transfer of trainees from project to project and from district to district is permitted. This includes transfers between multiple projects which could include non-FDOT government projects (City, County, etc.) provided there is the existence of an agreement to monitor the OJT Trainees in accordance with the OJT Program with the contractor, FDOT and other participating agencies. A trainee is only allowed to be enrolled on the original project.

The Contractor shall generate, maintain and furnish the District Contract Compliance Manager with the Monthly Time Report reflecting known training hours apart from other work hours performed by each individual trainee as part of this Contract. The report shall be submitted no later than the tenth day of the subsequent month and identify proficiency occurring.

Graduation to journeyman status will be based upon satisfactory accomplishment of:

1. Proficiency Demonstration being achieved upon conclusion of training as established for the specific training classification.

2. Completion of the minimum hours in a training classification range.

3. The employer's satisfaction that the trainee does meet journeyman status in the classification of training.

The Contractor shall furnish the following documentation to the Department within seven days of successfully demonstrating proficiency:

1. Trainee Enrollment and Notification of Personnel Action form.

2. Proficiency Demonstration Verification Form signed by representatives of both the Contractor and the Department as well as the trainee indicating successful completion of each Proficiency Standard established for the classification.

The Contractor shall submit to the Department a copy of the Trainee Enrollment and Notification of Personnel Action form no later than seven days after the effective date when the candidate is voluntarily or involuntarily terminated from the program.

When approved in advance, the Department provides the Contractor the opportunity to participate in "Voluntary On-the-Job Training Program for Banking". Banking Certificates will be issued when the Contractor desires to preserve credit for a trainee. Further, if the Contractor or subcontractor requests to utilize banked trainees, the Banking Certificate will be validated allowing credit to the Contractor on a subsequent Federal-Aid Project. Banked credits of Prime Contractors working as Subcontractors may be accepted for credit. Voluntary On-the-Job Training Program for Banking can be considered under the following circumstances:

1. Federal-aid Projects – Banking Certificates are issued for training of persons in excess of the required number of candidates based on the awarded Contract amount less items of work for which no training can be afforded.

2. State Funded Projects - the Contractor will have the option to train employees on project for which On-the-Job Training Program mandates do not apply. However, the request to participate must be evaluated and will be considered if adequate Department staff are available to monitor compliance with the training criteria.

The following criteria will be used in determining if the Contractor has complied with the requirements of this specification:

1. Credit will be allowed for each trainee who satisfactorily completes training for the classification in which the trainee is enrolled.

2. Credit will be allowed for each trainee who continues training in the same job classification and who completes their training on a different contract.

3. Credit will be allowed for a trainee who is given the greatest practical amount of training on the contract; however, the trainee is unable to complete the training due to insufficient amount of work available in the classification.

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

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

6. Banking certificates may be redeemed within five (5) years of issuance. The issuance and redemption of banking certificates are tracked by each District and the EEO.

7. Earned banking credits are redeemed by presenting the original banking certificate to the DCCM of the district where the project on which the credit is to be applied.

8. A contractor utilizing banking credit(s) to fulfill agreed upon trainee requirement(s), must present the original banking certificate for redemption. If the contractor has determined at the TEM that banked credits will be used to meet trainee requirements, then the certificate(s) is submitted with the initial training schedule. A prime contractor working as a subcontractor to another prime, may redeem their earned banking certificates for the prime.

9. If the contractor subsequently determines to use banked credit(s) to meet trainee requirements, then the certificate(s) are submitted with the revised training schedule.

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

7-29 E-Verify.

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

SECTION 8 – PROSECUTION OF WORK.

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by

the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

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

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

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

8-3.2 Submission of Contract Schedule: Within 21 calendar days after Contract award or at the preconstruction conference, whichever is earlier, submit to the Engineer a Contract Schedule for the project. The Engineer will review and respond to the Contractor within 15 calendar days of receipt.

Provide a Contract Schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress of each activity. Show each activity with a beginning work date, a duration, and a monetary value. Include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

Conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction have been resolved. Incorporate in the Contract Schedule any utility work schedules included in the Contract Documents unless the utility company and the Department mutually agree to changes to the utility schedules shown in the Contract.

Submit a working plan with the Contract Schedule, consisting of a concise written description of the construction plan.

The Engineer will return inadequate Contract Schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the Engineer's return transmittal.

Submit an updated Contract Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the corrected schedule and respond within 7 calendar days of receipt.

By acceptance of the Contract Schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to finalize either the initial or a revised Contract Schedule in the time specified, the Engineer may withhold all Contract payments until the Engineer accepts the schedule.

The Contract Schedule may indicate a completion date in advance of the expiration of Contract Time. However, the Department will not be liable in any way for the Contractor's failure to complete the project prior to expiration of Contract Time. Any additional costs, including extended overhead incurred between the Contractor's scheduled completion date and the expiration of Contract Time, shall be the responsibility of the Contractor. The Contractor shall not be entitled to claim or recover any such costs from the Department.

8-5 Qualifications of Contractor's Personnel.

Provide competent, careful, and reliable superintendents, foremen, and workmen. Provide workmen with sufficient skill and experience to properly perform the work assigned to them. Provide workmen engaged on special work, or skilled work, such as bituminous courses or mixtures, concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Engineer may take action as prescribed below.

It is prohibited as a conflict of interest for a Contractor to subcontract with a Consultant to perform Contractor Quality Control when the Consultant is under contract with the Department to perform work on any project described in the Contractor's Contract with the Department. Prior to approving a Consultant for Contractor Quality Control, the Contractor shall submit to the Department a Certificate from the proposed Consultant certifying that no conflict of interest exists.

Whenever the Engineer determines that any person employed by the Contractor is incompetent, unfaithful, intemperate, disorderly, or insubordinate, the Engineer will provide written notice and the Contractor shall discharge the person from the work. Do not employ any discharged person on the project without the written consent of the Engineer. If the Contractor fails to remove such person or persons, the Engineer may withhold all estimates that are or may become due, or suspend the work until the Contractor complies with such orders. Protect, defend, indemnify, and hold the Department, its agents, officials, and employees harmless from all claims, actions, or suite arising from such removal, discharge, or suspension of employees.

8-7.3 Adjusting Contract Time:

8-7.3.1 Increased Work: The Department may grant an extension of Contract Time when it increases the Contract amount due to overruns in original Contract items, adds new work items, or provides for unforeseen work. The Department will base the consideration for granting an extension of Contract Time on the extent that the time normally required to complete the additional designated work delays the Contract completion schedule.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated

or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations as defined in 8-6.4, in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

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

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

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

When the Department grants a time extension due to rains or other inclement weather, the Contractor shall submit any objection to the additional time in writing within ten calendar days from receipt of written notice from the Engineer. Failure to submit a written appeal within ten calendar days from receipt of the written notice shall constitute a waiver of any and all rights to appeal the Department's decision at a later time.

No additional compensation will be made for delays caused by the effects of inclement weather.

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

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor submits documentation that they placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a

controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

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

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

2. Utility work actually affected progress toward completion of controlling work items.

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

The Department will consider requests for time extension due to delay in work operations within the limits of the railroad right-of-way, the adjoining 15 feet, or determined by the Railroad or Department to be able to potentially foul the tracks regardless of distance from railroad right-of-way on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are due to a lack of availability of Railroad protective services as required by 7-11.4.

2. Work within the limits of the railroad right-of-way or the adjoining 15 feet actually impacted progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of work operations within the limits of the railroad right-of-way or the adjoining 15 feet on job progress, including compliance with all provisions of 7-11.4 and 5-12, and cooperative scheduling of the Contractor's operations.

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

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

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract

Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

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

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

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$299,999 and under	$904
$300,000 but less than $2,000,000	$1,685
$2,000,000 but less than $5,000,000	$2,667
$5,000,000 but less than $10,000,000	$3,813
$10,000,000 but less than $20,000,000	$5,021
$20,000,000 but less than $40,000,000	$7,442
$40,000,000 and over	$10,224 plus 0.00005 of any amount over $40 million (Round to nearest whole dollar)

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

SECTION 9 – MEASUREMENT AND PAYMENT.

9-1.3 Determination of Pay Areas:

9-1.3.1 Final Calculation: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be determined by calculation, the Engineer will use lengths and widths in the calculations based on the station to station dimensions shown on the plans; the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the surface of the completed work within the neat lines shown on the plans or designated by the Engineer. The Engineer will use the method or combination of methods of measurement that reflect, with reasonable accuracy, the actual surface area of the finished work as the Engineer determines.

9-1.3.2 Plan Quantity: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be the plan quantity, the Engineer will determine the final pay quantity based on the plan quantity subject to the provisions of 9-3.2. Generally, the Engineer will calculate the plan quantity using lengths based on station to station dimensions and widths based on neat lines shown in the plans.

9-3 Compensation for Altered Quantities.

9-3.1 General: When alteration in plans or quantities of work not requiring a supplemental agreement as hereinbefore provided for are offered and performed, the Contractor shall accept payment in full at Contract unit bid prices for the actual quantities of work done, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations, or indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

Compensation for alterations in plans or quantities of work requiring supplemental agreements shall be stipulated in such agreement, except when the Contractor proceeds with the work without change of price being agreed upon, the Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of work. If no Contract unit price is provided in the Contract, and the parties cannot agree as to a price for the work, the Contractor agrees to do the work in accordance with 4-3.2.

9-3.2 Payment Based on Plan Quantity:

9-3.2.1 Error in Plan Quantity: As used in this Article, the term "substantial error" is defined as the smaller of (1) or (2) below:

1. a difference between the original plan quantity and final quantity of more than 5%,

2. a change in quantity which causes a change in the amount payable of more than $10,000.

On multiple job Contracts, changes made to an individual pay item due to substantial errors will be based on the entire Contract quantity for that pay item.

Where the pay quantity for any item is designated to be the original plan quantity, the Department will revise such quantity only in the event that the Department determines it is in substantial error. In general, the Department will determine such revisions by final measurement, plan calculations, or both, as additions to or deductions from plan quantities.

In the event that either the Department or the Contractor contends that the plan quantity for any item is in error and additional or less compensation is thereby due, the

claimant shall submit, at their own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The Department will not revise the plan quantity solely on the basis of a particular method of construction that the Contractor selects. For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and the Department, prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

9-3.2.2 Authorized Changes in Limits of Work: Where the Department designates the pay quantity for any item to be the original plan quantity and authorizes a plan change which results in an increase or decrease in the quantity of that item, the Department will revise the plan quantity accordingly. In general, the Department will determine such revisions by final measurement, plan calculations or both.

9-3.2.3 Specified Adjustments to Pay Quantities: Do not apply the limitations specified in 9-3.2.1 and 9-3.2.2 to the following:

(1) Where these Specifications or Special Provisions provide that the Department determines the pay quantity for an item on the basis of area of finished work adjusted in accordance with the ratio of measured thickness to nominal thickness.

(2) Where these Specifications provide for a deduction due to test results falling outside of the allowable specified tolerances.

(3) To payment for extra length fence posts, as specified in 550-6.3.

9-3.3 Lump Sum Quantities:

9-3.3.1 Error in Lump Sum Quantity: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the Department determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error as defined in 9-3.2.1.

9-3.3.2 Authorized Changes in Work: Where the Department designates the pay quantity for an item to be a lump sum and the Plans show an estimated quantity, the Department will adjust compensation for that item proportionately when an authorized plan change is made which results in an increase or decrease in the quantity of that item. When the Plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the Department will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a supplemental agreement as provided in 4-3.2.

9-5 Partial Payments.

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

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

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

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. **9-5.2 Unsatisfactory Payment Record:** In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

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

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

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;

2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;

3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and

4. comply with or make a good faith effort to meet On-The-Job Training goals.

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

9-5.5 Partial Payments for Delivery of Certain Materials:

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

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2. The stockpiled material must be approved as meeting applicable specifications.

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

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

1. Partial payments less than $5,000 for any one month will not be processed.

2. Partial payments for structural steel, ITS and signal components, and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

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

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

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

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

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

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

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

satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

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

September 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
BID 25-418

MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY
FINANCIAL MANAGEMENT NUMBER 446294-1-58-01

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

Contained within this addendum: Utility work schedule added, and questions and answers received.

To obtain a copy of the project utility work schedule please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "Bid 25-418, Maine Ave Sidewalk.zip", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

BID 25-418
MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY
ADDENDUM #1

Question 1: If we as the prime bidder do not have FDOT prequalification in one or more of the areas identified, can the subcontractor that we plan to hire have it?

Answer: Required FDOT certifications can be covered by either the Prime Contractor or a Subconsultant. The Prime Consultant shall perform at least 51% of the project.

Question 2: Please confirm per the pre-construction meeting this job is Davis Bacon Related?

Answer: Concur this project is Davis Bacon Related.

Question 3: Please confirm per the pre-construction meeting this job is expected to start January – February 2026

Answer: Concur with a January/February 2026 anticipated NTP timeframe.

Question 4: Please confirm per the pre-construction meeting this job is FDOT off system?

Answer: Concur that this is an FDOT off-system project.

Question 5: Will TV and laser profiling be required for the storm drain?

Answer: Laser profiles and video inspections are required for pipes under 48" diameter.

Question 6: Will the prime contractor be required to have a QC manager?

Answer: QC testing will be required by the contractor. The CEI will be responsible for QC verification.

Question 7: Please confirm per the pre-construction meeting this job will not be required to utilize the FDOT MAC system?

Answer: Concur that FDOT MAC system is not required.

Question 8: Can the County please provide a schedule of trees that are required to be removed?

Answer: ***Tree assessment:***

Location	***Size***
STA. 49+90 –	***1x 6" tree (Oak)***
STA. 49+95-	***1x 8" tree***

STA. 50+30- 2x 5" trees and 1x 9" tree
STA. 51+00 1x 9" tree
STA. 51+80: 1x 36" tree
STA. 51+85: 1x 18" tree
STA. 52+00: 1x 42" tree
STA. 52+10: 1x 18" tree
STA. 52+60: Cluster of 4x16" trees
STA. 52+95: 1x 36" tree
STA. 53+00: 1x 6" tree
STA. 53+05: 1x 24" tree
STA. 53+35: 1x 8" tree
STA. 53+55: 1x overturned 12" tree
STA. 53+70: 1x 30" tree
STA. 53+95: Cluster of 8-10 <6" diameter trees
STA. 54+05-54+10: 2x overturned 8" diameter trees

Question 9: Can the County provide a lay down area near the project?

Answer: The County has right-of-way available along the south side of Maine Avenue east Reynolds Avenue.

Question 10: Please confirm per the pre-construction meeting that concrete pipe is the only allowed material to be used for the drainage work?

Answer: Per Plan Sheet 7, Optional Materials Tabulation, all storm drainpipes shall be Reinforced Concrete Pipe Class II or Elliptical Reinforced Concrete Pipe Class II.

Question 11: Iowa Road, Augusta Avenue and Donna Drive all have storm drain shown to be installed across the asphalt roadway. I do not see any plan on limits or bid items to repair the road after the drainage pipes are installed?

Answer: All work and items associated with the pipe installation is incidental to cost of the pipe installation. The contractor's bid price should include the pavement cost.

Question 12: The concrete driveways along Maine Avenue from Hutchins Street to 2827 Maine Avenue do not have concrete aprons and are not shown to have concrete aprons to be installed but the rest of the job does have them. Please advise?

Answer: Please construct driveway as shown in the plans.

Question 13: Can you please provide a utility work schedule for the utility owner that have to move their utilities?

Answer: The Utility Work Schedule documents have been added to the FTP site. The schedule is as follows:

- Spectrum – 4 days
- Lakeland Electric – 12 days
- Lakeland Water – 60 days
- Winter Haven Water – 5 days

- Frontier – 4 days
- TECO Peoples Gas – 2 days

Question 14: BSU-2 is required to submit with the bid that page number is not in the bid documents?

Answer: BSU-1 through BSU-5 and the Bid Sheet are required to be submitted. They can be found on PDF pages 135-141 in the Bid 25-418 Bid Package document.

Question 15: Page 4 of the plans shows Typical section 47+54 to 55+37 to have 4" concrete sidewalks and the plans does not have a 4" concrete sidewalk pay item?

Answer: The 4" shown on sheet 4 is incorrect. All sidewalk is to be 6" thick. Please see General Note number 13 on sheet 8.

Question 16: Can an asphalt pay item be added for a curb pad so if it's not needed it will not be invoiced?

Answer: The cost for the curb pad should be included in the unit price for the curb and gutter.

Question 17: Is the asphalt for the proposed curb included in the curb price?

Answer: The cost for the curb pad should be included in the unit price for the curb and gutter.

Question 18: Please confirm that RCP is the only pipe acceptable?

Answer: Reinforced Concrete Pipe (RCP) is the only pipe acceptable on this project; please see sheet 7 of the plans.

Question 19: Who will be the CEI for this project?

Answer: The CEI for this project has not been selected yet.

Question 20: Will inlet protection for new structures be paid for under bid item 104-18 Inlet protection or are they to be included in the price for new structures?

Answer: The inlet protection is for the existing structures, the cost for the new structures includes the price of the inlet protection.

Question 21: Is a post construction video required?

Answer: Yes, post construction video is required for all pipe installations.

Question 22: Are certified payrolls required due to the federal funding?

Answer: The bid does require certified payrolls.

Question 23: Is OJT Required for this project?

Answer: No.

Question 24: Can bid items along with descriptions (for thickness) be added for stabilization, road base and asphalt? These road work items will be needed for crossing Iowa Rd. Augusta Ave. and Donna Dr. with the new storm drainage?

Answer: The asphalt associated with the pipe replacement is incidental to the unit price of the pipe. The pipe trench should be backfilled and compacted and the last 2" of asphalt should match existing pavement. The cutting of existing pavement is also incidental and should be included in the pipe unit cost.

Question 25: At station 45+10 the plans show for the existing driveway to remain per the legend hash marks. But the new storm is shown to be installed under this driveway, and the existing storm pipe will need to be removed. Is this correct?

Answer: The driveway located at station 45+10 is a dirt driveway and the plans indicate that the new pipe will be install and the drive will remain a dirt driveway.

Question 26: From station 49+00 to 55+00, do any of the trees on the south side of the power lines need to be removed? The plans don't call for any of these trees to be removed and there is no way to determine the exact location prior to survey?

Answer: All trees within the Right of Way that will prevent the construction of the work are to be removed and should be paid for under Clearing and Grubbing.

Question 27: In reference to Bid Item 430-175-260 Pipe Culvert Round 60", can this item be changed to 48" x 76" ERCP to match the plans?

Answer: The pay item 430-175-260 (60" other) represent 48"x76" ERCP. The phrase "other" means elliptical.

Question 28: Does the proposed 48" x 76" MES (S-30) need to have bar grates like the existing MES has?

Answer: The bars are not required for larger pipes.

Question 29: Does SD-1 or SD-2 require bar grates?

Answer: Yes, SD-1 & SD-2 needs bar grates.

Question 30: Is a project sign required?

Answer: Yes, a project sign is required.

Question 31: Will the City of Lakeland adjust all waterlines and services that are in conflict?

Answer: Yes, the City of Lakeland Water will adjust all waterlines and service laterals. Please see the Utility Work Schedule for Lakeland Water.

Question 32: If the City's work is to be completed during construction, the City will need to provide the number of days required for their work so the contractor can account for additional MOT and down time while waiting on the City to perform this work?

Answer: Please see the Utility Work Schedules for utility adjustments before and during construction.

Question 33: The detail on plan sheet 18 shows 8" of limerock under the proposed pavers and 5' sidewalk. Is this limerock to be included in the price of the pavers?

Answer: Yes, the limerock is to be included in the price of the pavers.

Question 34: Is 8" limerock required beneath the proposed 5' concrete sidewalk for the entire length or just at the paver driveway per the detail on plan sheet 18?

Answer: Limerock is not needed under the entire length of the 5' sidewalk only in the location/areas of the driveways.

Question 35: Can details for the temporary wall be provided? The locations for these walls are shown on plan sheets W-8 & W-9 and referenced on plan sheet 58 Phase II of the Typical Section of the MOT. The depth of this temporary wall needs to be designed by the engineer based on soil conditions?

Answer: The temporary walls are considered non-critical due to the distance between the wall and live traffic. The design is the responsibility of the contractor.

Question 36: Is vibration monitoring required for installing the temporary wall?

Answer: Vibration monitoring is not required.

Question 37: In reference to the temporary wall chart on plan sheet 62, the stations and lengths for Wall #7 & Wall #8 don't match the correct stations as shown on plan sheets W-8 and W-9. The walls are longer. Can this be corrected?

Answer: Use wall limits shown on sheets W-8 and W-9.

Question 38: Under what bid item should grading the special ditch be included, this is a substantial amount of ditch to grade? Can a grading item be added?

Answer: The regrading of the ditch behind the wall is covered under pay item 120-6 which is Embankment.

Question 39: Why is S-33 lid being removed and replaced? The elevation of the existing lid is the same as the proposed?

Answer: Please see Drainage Detail Sheet for the modification of the top to allow construction of the sidewalk. This is for S-31, S-32 & S-33.

Question 40: At station 54+25 the proposed Retaining Wall will be right next to the existing power pole and down guys. These down guys will be exposed to form and pour the retaining wall. Has this been addressed in the design process with the power company? The power company will need to support this pole but will not have room to place a truck within the construction area due to the lack of space?

Answer: The Utility Agency Owner will adjust during or before the wall is constructed. Please see the Utility Work Schedules.

Question 41: Has the County taken into consideration that the existing roadway is failing and there are multiple cracks along this section of roadway. The contractor will be required to operate machinery along this roadway and the potential for road failure is extremely high, especially within the area of the Retaining Wall. Please confirm that the contractor will not be responsible for the continued deterioration of Maine Ave.

Answer: Contractor will not be responsible.

Question 42: In reference to bid item 526-1-1, the current paver driveway has concrete from the edge of pavement back to the homeowner's property line. Can this not be put back like it is by using concrete? The current pavers are extremely old and will be impossible to match. Additionally, the County typically doesn't allow pavers to be installed within there right of way leading up to the edge pf pavement?

Answer: The Contractor should construct a driveway as shown in the plans.

Question 43: Is underdrain required along the inside of the retaining wall as shown in the FDOT Index?

Answer: Underdrain is required per Index 400-010.

Question 44: Can a bid item for unsuitable material be added? We installed the existing elliptical pipe at station 56+00 and all the soil encountered was unsuitable "High Organics". The area of the proposed Retaining Wall is within a wetland and all the excavated material will be unsuitable for backfill?

Answer: Contractors should bid the project based on the quantities for excavation and embankment shown in the plans and the bid tab sheet. Unsuitable material quantities will be identified, quantified, and addressed during construction.

Question 45: What are the warranty requirements?

Answer: Warranty requirements are detailed in Article 15.

September 8, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
BID 25-418

MAINE AVE SIDEWALK FROM COMBEE RD TO PARK ST & IOWA RD TO WANDA WAY
FINANCIAL MANAGEMENT NUMBER 446294-1-58-01

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

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, September 17, 2025, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____