

PART E
CONTRACT

This Contract is entered into as of the date last executed, (the "Effective Date"), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Timmons Constructing Inc, dba Lovin Construction, its successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid 26-003, Rock Ridge Rd Bridge Replacement.

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 \$2,123,282.00 plus the Allowance Work amount of \$106,164.00 the total sum being \$2,229,446.00. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

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

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Final Completion within 180 calendar days from the Start Date memorialized within the Notice to Proceed. 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 Contactor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

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

ATTEST: STACY M. BUTTERFIELD, CLERK

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

BY: _____
DEPUTY CLERK

BY: _____
MARTHA SANTIAGO, Ed.D., CHAIR


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

Troy Timmons
(Printed or Typed Name of Signer)

President
(Printed or Typed Title of Signer)

6204 33rd St E Bradenton, FL 34203
(Business Address of Contractor)

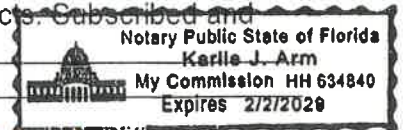
941-755-4312
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____
 The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal)
 (Name of Notary typed, printed or stamped)
 Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Manatee
 The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12/23/2025 (Date) by Troy Timmons (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ 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 12/23/2025 (Date) _____ (Official Notary Signature and Notary Seal)
 (Name of Notary typed, printed or stamped)
 Commission Number HH 634846 Commission Expiration Date 2/2/2029



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 _____



Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

11/21/2025 1:30:15 PM EST

[Return to Inquiry Menu](#)

Contractor with Name TIMMONS CONTRACTING, INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

| VENDOR NAME | HOME OFFICE ADDRESS | BIDDING OFFICE ADDRESS |
|--|--|--|
| TIMMONS CONTRACTING, INC. F462615715001 EXPIRES: 6/30/2026 | 6204 33RD ST E BRADENTON, FL 34203 (941)755-4312 | 6204 33RD ST E BRADENTON, FL 34203 (941)755-4312 |

WORK CLASSES

DRAINAGE
MINOR BRIDGES
SIDEWALK

GRADING

R&R MINOR BRIDGES

* Retaining Wall, Riprap, Rubble Rip Rap, Cast-In-Place Soundwalls, Tiedback Walls, Driving Steel Sheet Pile



FLORIDA DEPARTMENT OF TRANSPORTATION

Report Technical Problems to the Service Desk @ 1-866-955-4357 or email:

[Service Desk](#)

Send Prequalification Questions or Comments to [Contracts Administration Office](#)

[Internet Privacy Policy](#), [Disclaimers & Credits](#)





Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

11/21/2025 1:31:16 PM EST

[Return to Inquiry Menu](#)

Contractor with Name MCSHEA CONTRACTING, LLC
1-1 of 1 contractors

[Printer Friendly Version](#)

| VENDOR NAME | HOME OFFICE ADDRESS | BIDDING OFFICE ADDRESS |
|--|--|--|
| MCSHEA CONTRACTING, LLC F264642586001 EXPIRES: 6/30/2026 | 508 OWEN AVE. NORTH LEHIGH ACRES, FL 33971 (239)368-5200 | 508 OWEN AVE. NORTH LEHIGH ACRES, FL 33971 (239)368-5200 |

WORK CLASSES

PAVEMENT MARKING

ROADWAY SIGNING



FLORIDA DEPARTMENT OF TRANSPORTATION
Report Technical Problems to the Service Desk @ 1-866-955-4357 or email:
[Service Desk](#)
Send Prequalification Questions or Comments to [Contracts Administration Office](#)
[Internet Privacy Policy](#), [Disclaimers & Credits](#)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

TIMMONS, TROY DOUGLAS

LOVINI CONSTRUCTION

6204 33RD STE

BRADENTON

FL 34203

LICENSE NUMBER: CGC1512190

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/08/2024

Do not alter this document in any form.

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

TIMMONS, TROY DOUGLAS

LOVIN CONSTRUCTION

6204 33RD ST E

BRADENTON

FL 34203

LICENSE NUMBER: CUC1224512

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/08/2024

Do not alter this document in any form.

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



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

BOND NO.: RCB0030937

CONTRACTOR NAME: Timmons Contracting, Inc. dba Lovin Construction

CONTRACTOR ADDRESS: 6204 33rd Street E., Bradenton, FL 34203

CONTRACTOR PHONE NO: (941) 755-4312

SURETY COMPANY: RLI Insurance Company

9025 N. Lindbergh Drive, Peoria, IL 61615, (309) 692-1000

Surety Agent: Atlas Insurance Agency, 7120 Beneva Road,
Sarasota, FL 34238, (941) 366-8424

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

OWNER ADDRESS: 330 West Church Street

Bartow, FL 33880

OWNER PHONE NO: 863-534-6757

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

OBLIGEE ADDRESS: N/A

OBLIGEE PHONE NO: N/A

BOND AMOUNT: \$2,229,446.00

CONTRACT NUMBER: County Project: 5400263

GENERAL DESCRIPTION
OF PROJECT: Bid 26-003 Rock Ridge Rd Bridge Replacement

Scope of Work includes, but is not limited to, bridge construction, roadway
construction, clearing and grubbing, excavation, embankment, stabilization,
curb drainage, retaining walls, maintenance of traffic.

PROJECT LOCATION: From Bartow, North on Broadway Ave/US-98 N for 13 miles;
Right on N Florida Ave/US 98 N for 10.9 miles;
East onto Rock Ridge Road for approximately 0.8 miles.

PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That Timmons Contracting, Inc. dba Lovin Construction, as Principal, and RLI Insurance Company, as Surety, located at 9025 N. Lindbergh Drive, Peoria, IL 61615 (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 Two Hundred Twenty-nine Thousand Four Hundred Forty-six and no/100 Dollars, (\$2,229,446.00) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:


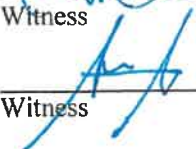
1. Performs the Contract dated _____, 20__ (date of bid award) between Principal and County for construction of Bid 26-003, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

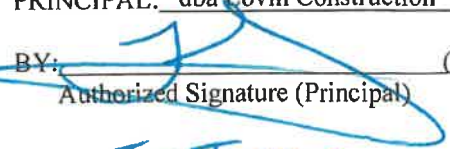
Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

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

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


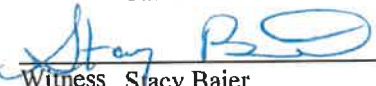
IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

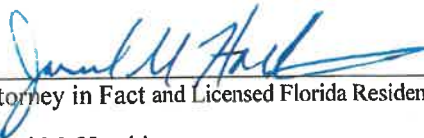
ATTEST:

Witness

Witness

Timmons Contracting, Inc.
PRINCIPAL: dba Lovin Construction
BY:  (SEAL)
Authorized Signature (Principal)
Troy Timmons
Printed Name
President
Title of Person Signing Above

ATTEST:
See Attached Power of Attorney

SURETY: RLI Insurance Company
Printed Name


Witness Carol McManus

Witness Stacy Baier

BY:  (SEAL)
Attorney in Fact and Licensed Florida Resident Agent/W034875
Jared M. Hawkins
Printed Name
7120 Beneva Road
Business Address
Sarasota, FL 34238
Phone (941) 366-8424

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Robert W. Brown, Darren Howard, Thomas Kochis, Jared M. Hawkins, Carol McManus, Stacy Baier, Michelle Barrow, jointly or severally
Atlas Insurance Agency, 7120 Beneva Road, Sarasota, FL 34238
(941) 366-8424

in the City of Sarasota, State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 29th day of May, 2018.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. H. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 29th day of May, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this _____ day of _____, _____.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary





PROTECTING OUR CLIENTS SINCE 1953

7120 BENEVA ROAD
SARASOTA, FL 34238-2850
TEL 941.366.8424
ATLASINSURANCEAGENCY.COM

December 29, 2025

Polk County Board of County Commissioners
330 W. Church Street
Bartow, FL 33880

| | |
|---------------|--|
| Re: | Authority to Date Bonds and Powers of Attorney |
| Principal: | Timmons Contracting, Inc. dba Lovin Construction |
| Bond No.: | RCB0030937 |
| Project: | Rock Ridge Rd Bridge Replacement |
| Contract No.: | Bid #26-003, County Project No. 5400263 |
| Bond Amount: | \$2,229,446.00 |

Dear Sir or Madam:

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

Thank you.

Sincerely,

RLI INSURANCE COMPANY

Jared M. Hawkins, Attorney-in-Fact and
Licensed Florida Resident Agent/W034875

JMH/cm

Enclosures



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Robert W. Brown, Darren Howard, Thomas Kochis, Jared M. Hawkins, Carol McManus, Stacy Baier, Michelle Barrow, jointly or severally
Atlas Insurance Agency, 7120 Beneva Road, Sarasota, FL 34238
(941) 366-8424

in the City of Sarasota, State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 29th day of May, 2018.



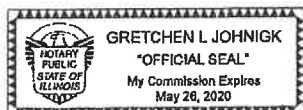
RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 29th day of May, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 29th day of December, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

Bond No. RCB0030937

**EXHIBIT III
PAYMENT OF STORED MATERIALS**

As regards payment for stored materials on Bid #26-003, and the inclusion by Timmons Contracting, Inc. dba Lovin Construction (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

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

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

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

Entered into this 5th day of January, 2026, by

RLI Insurance Company (Name of Surety)


Authorized signature of Surety

Jared M. Hawkins, Attorney-in-Fact and
Licensed Florida Resident Agent/W034875
Phone (941) 366-8424

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

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Robert W. Brown, Darren Howard, Thomas Kochis, Jared M. Hawkins, Carol McManus, Stacy Baier, Michelle Barrow, jointly or severally
Atlas Insurance Agency, 7120 Beneva Road, Sarasota, FL 34238
(941) 366-8424

in the City of Sarasota State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars
(\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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

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RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. H. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

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By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public



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RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



ATLAS
INSURANCE

PROTECTING OUR CLIENTS SINCE 1953

January 5, 2026

7120 BENEVA ROAD
SARASOTA, FL 34238-2850
TEL 941.366.8424

ATLASINSURANCEAGENCY.COM

Mr. Troy Timmons
Lovin Construction
6204 33rd Street E.
Bradenton, FL 34203

RE: Consent of Surety to Payment of Stored Materials
Performance and Payment Bond No.: RCB0030937
Obligee: Polk County
Project: 26-003 Rock Ridge Road Bridge Replacement

Dear Troy:

Enclosed you will find one (1) original Consent of Surety to Payment of Stored Materials on the above-referenced bond, which we have executed at your request and based on the information you provided to us.

Please review the Consent and notify us if any changes are needed.

Thank you.



Jared M. Hawkins

JMH/cm

Enclosure





ATLAS
INSURANCE

PROTECTING OUR CLIENTS SINCE 1953

7120 BENEVA ROAD
SARASOTA, FL 34238-2850
TEL 941.366.8424
ATLASINSURANCEAGENCY.COM

December 19, 2025

Polk County Board of County Commissioners
330 W. Church Street
Bartow, FL 33830

Principal: Timmons Contracting, Inc. dba Lovin Construction
Project: Bid #26-003
Rock Ridge Rd Bridge Replacement
Bid Bond Amount: Five Percent (5%) of Total Bid Price
Total Bid Price: \$2,123,282.00

Dear Sir or Madam:

Please be advised that as Surety on the Bid Bond issued for the above-referenced bid, we hereby confirm that the amount of the Bid Bond issued for Five Percent (5%) of Total Bid Price, calculated on the Total Bid Price of \$2,123,282, is \$106,164.10.

Please let us know if you need additional assurances.

Thank you.

Sincerely,

RLI INSURANCE COMPANY

Jared M. Hawkins, Attorney-in-Fact and
Licensed Florida Resident Agent/W034875

JMH/cm

Enclosures



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Robert W. Brown, Darren Howard, Thomas Kochis, Jared M. Hawkins, Carol McManus, Stacy Baier, Michelle Barrow, jointly or severally
Atlas Insurance Agency, 7120 Beneva Road, Sarasota, FL 34238
(941) 366-8424

in the City of Sarasota, State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 29th day of May, 2018.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. H. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 29th day of May, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 19th day of December, 2025.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Timmons Contracting, Inc. dba Lovin Construction (hereinafter called the Principal) and RLI Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Illinois, and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of ---Five Percent of Total Bid Price--- dollars (~~\$-5% of Total Bid Price~~) 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 #26-003, Rock Ridge Rd Bridge Replacement

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 5th day of November 2025.

ATTEST:

PRINCIPAL: Timmons Contracting, Inc. dba Lovin Construction

Witness

BY:

(SEAL)

Authorized Signature (Principal)

Witness

Printed Name

Title of Person Signing Above

ATTEST:

SURETY: RLI Insurance Company

Printed Name

Witness

Carol McManus

BY:

(SEAL)

Attorney in Fact & Licensed Florida Resident Agent/W034875

Witness

Stacy Baier

Jared M. Hawkins

Printed Name

7120 Beneva Road

Business Address

Sarasota, FL 34238

Phone (941) 366-8424

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.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Robert W. Brown, Darren Howard, Thomas Kochis, Jared M. Hawkins, Carol McManus, Stacy Baier, Michelle Barrow, jointly or severally
Atlas Insurance Agency, 7120 Beneva Road, Sarasota, FL 34238
(941) 366-8424

in the City of Sarasota, State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars
(\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 29th day of May, 2018.



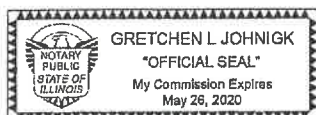
RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. H. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 29th day of May, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 5th day of November, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2025

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 Atlas Insurance Agency 7120 Beneva Road Sarasota FL 34238 | CONTACT NAME: Construction Certificates PHONE (A/C, No, Ext): 941-366-8424 E-MAIL ADDRESS: ConstructionCerts@atlasinsuranceagency.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Arch Insurance Company INSURER B : The Continental Insurance Company INSURER C : Westchester Surplus Lines Ins. INSURER D : INSURER E : INSURER F : | NAIC # 21199 35289 10172 |
| INSURED Timmons Contracting Inc. dba Lovin Construction 6204 33rd Street E Bradenton FL 34203 | TIMMCON-01 | |

COVERAGES

CERTIFICATE NUMBER: 6988434

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 SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | ZAGLB1851804 | 7/1/2025 | 7/1/2026 EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | ZACAT1846604 | 7/1/2025 | 7/1/2026 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | Y | Y | CUE7018112213 | 7/1/2025 | 7/1/2026 EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y | N/A | ZAWCI1831304 | 7/1/2025 | 7/1/2026 X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Contractor's Pollution Liability | | | G4864479A002 | 1/23/2026 | 7/1/2027 EACH CONDITION AGGREGATE 5,000,000 5,000,000 |

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

Coverage is subject to policy forms, conditions & exclusions.
Polk County, a political subdivision of the State of Florida is included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract, with respect to the General Liability, including ongoing and completed operations on a primary and non-contributory basis per the attached endorsement forms. Polk County, a political subdivision of the State of Florida is included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract, with respect to the Auto Liability on a primary and non-contributory basis. A Waiver of Subrogation is granted in favor of Additional Insured as required by written contract but limited to the operations of the insured under said contract with respect to General Liability, Auto Liability, and Workers' Compensation and Employer's Liability. Umbrella Liability follows form over General Liability, Auto Liability, and Employer's Liability. Thirty Days Notice of Cancellation (Ten Days for Non-Payment) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

CANCELLATION

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Policy Number: ZACAT1846604

Named Insured: Timmons Contracting, Inc. dba Lovin Construction

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT -
DESIGNATED CONTRACT(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Designated

Contract(s): ALL PARTIES WHERE REQUIRED IN A WRITTEN CONTRACT

With respect to the contract(s) designated in the Schedule above, it is agreed that the following subparagraph e. is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B. 5.** and **SECTION V – GARAGE CONDITIONS**, Paragraph **B. 5.**

5. Other Insurance

- e. With respect to **SECTION II - LIABILITY COVERAGE**, where you are specifically required by a written contract designated in the Schedule above to provide insurance that is primary and non-contributory, and the written contract designated in the Schedule above so requiring is executed by you before any "accident", this insurance will be primary and the other insurance will not contribute with this insurance, but only to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Policy Number: ZACAT1846604

Named Insured: Timmons Contracting, Inc. dba Lovin Construction

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ZACAT1846603

Endorsement Effective Date: 7/1/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations:

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|---|
| ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE. | ALL LOCATIONS PER WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|---|
| ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE. | ALL LOCATIONS PER WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE. |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

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

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

Endorsement Effective 7/1/2025

Policy No. ZAWCI1831304

Endorsement No.
Premium

Insured Timmons Contracting, Inc. DBA Lovin Construction

Insurance Company ARCH INSURANCE COMPANY Countersigned by



EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Manatee)

Troy Timmons

, being first duly sworn, deposes and says that:

1. They are President of Timmons Contracting Inc dba Louin Construction, 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.

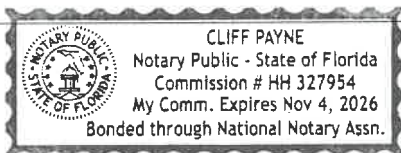
Signed

Title

Subscribed and sworn to before me this 4th day of November, 20 25

(Title)

My Commission expires



**EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE**

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

Bid # 26-003

Timmons Contracting Inc
Contractor dba Loving Construction



Signature

Tray Timmons
Printed Name of Signer

12/23/2025
Date

EX XVIII

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

BIDDING REQUIREMENTS AND
CONTRACT DOCUMENTS FOR:

Rock Ridge Rd Bridge Replacement

BID FILE NO: #26-003

County Project: 5400263

ISSUE DATE: October 1, 2025

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

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

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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: 26-003, Rock Ridge Rd Bridge Replacement

Description: Furnish all labor, materials, supervision, and equipment necessary for bridge construction, roadway construction including erosion control, clearing and grubbing, excavation, embankment, stabilization, curb, drainage, retaining walls, and maintenance of traffic in accordance with plan sheets and project manual outlined in the bid documents.

Receiving Period: Wednesday, November 5, 2025, Prior to 2:00p.m.

Bid Opening: Wednesday, November 5, 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 | 26-003 |
| Bid Title | Rock Ridge Rd Bridge Replacement |
| Due Date/Time: | November 5, 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 26-003 – Title of Document”

For Excel Bid Sheets “Bid 26-003 – Bid Sheet”

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn_7AHgioE.

If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

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

PART A – BIDDING REQUIREMENTS

INVITATION FOR BID

| | |
|---|----------------------------------|
| Name of Bid | Rock Ridge Rd Bridge Replacement |
| BID NUMBER: | 26-003 |
| BID BOND IS REQUIRED PUBLIC CONSTRUCTION BOND IS REQUIRED | |
| BID DUE/DATE/TIME: Wednesday, November 5, 2025, PRIOR TO 2:00P.M. | |
| DATE/TIME OF BID OPENING: Wednesday, November 5, 2025, AT 2:00P.M.Or As Soon As Possible Thereafter | |
| PLACE OF BID OPENING: PROCUREMENT DIVISION, 330 WEST CHURCH STREET, ROOM 150, BARTOW, FLORIDA 33830 | |
| DEADLINE FOR QUESTIONS FROM BIDDERS: Friday, October 24, 2025, by 4:00P.M. | |

INSTRUCTION TO BIDDERS

1.0 Bids

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

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

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

- Part C – Bid Sheets and Acknowledgement Form,
 - With the manual signature of an authorized representative of the company or their designee,
 - Bid prices must be entered on the Part C – Bid Sheets and Acknowledgement Form (no other bid submittals will be accepted),
 - All information requested on BSU-2 and BSU-3 (or BSL-2 and BSL-3).
- Exhibit I, Bid Bond.
- Exhibit IV, Non-Collusion Affidavit of Prime Bidder.
- Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VIA and Exhibit VIB).
- All additional information requested as a “must” item in any Addendum.

- All corrections made by the Bidder to the Bid Sheets and Acknowledgement Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
- One original and one copy of the complete Bid Submittal must be tendered.

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

- These items include:
 - Exhibit II, Public Construction Bond
 - Exhibit III, Payment of Stored Materials
 - Exhibit V, Non-Collusion Affidavit of Subcontractor
 - Exhibit VI-A, Subcontractor List
 - Exhibit VI-B, Good Faith Effort Documentation
 - Exhibit VII, Trench Safety Act Compliance
 - Exhibit VIII, Equal Employment Opportunity
 - Exhibit IX, Drug-Free Work Place Form
 - Exhibit X, Safety Requirements/Regulations
 - Exhibit XVIII, Certificate of Compliance
 - Exhibit XIX, Affidavit Certification Immigration Laws
 - Exhibit XXI, Scrutinized Companies Certification
 - Exhibit XXV, Employment Eligibility Verification (E-Verify) Certification
 - Exhibit XXVI, Affidavit Regarding the use of Coercion for Labor or Services
 - Any items called for in the Supplementary Conditions

1.5 All prices quoted are to be F.O.B. job site in Polk County, Florida. Bid amount shall be inclusive of all costs. Nothing herein shall prohibit the County from deleting line items and purchasing said items directly from a supplier if it is determined that there is sufficient sales tax savings to make purchasing by the County practical.

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

1.7 The Bidder is solely responsible for reading and completely understanding the requirements of the Contract Documents. The bid opening time will be scrupulously observed. Under no circumstances will Bid Submittals delivered after the delivery time specified be considered. Late Bid Submittals shall not be accepted.

1.8 Bid Submittals may be withdrawn by notifying the County, in writing, at any time prior to the deadline for bid submittal. After the deadline, the bids become a record of the County and will not be

returned to the Bidder unless the bid is cancelled. It is the responsibility of the Bidder to make a written request for return of the Bid Submittal after notification of cancellation. Absent this written request, the County shall destroy the submittal. Negligence on the part of the Bidder in preparing their Bid Submittal confers no right of withdrawal or modification of their Bid Submittal after such Bid Submittal has been opened by County Staff at the appointed time and place. Bid Submittals and any bid security shall be in force for a period of not less than ninety (90) calendar days after the bid opening time.

1.9 At the time and place specified for the opening of Bid Submittals (see above), every Bid Submittal properly delivered within the time specified for receiving Bid Submittals will be opened and publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present or represented.

1.10 Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

1.11 The Bidder assumes responsibility to examine the site of the Work and become familiar with the form of Submittal, Drawings, Specifications, any Addenda issued thereto and all other forms of Contractual Documents pertaining to the proposed Work. The submission of the bid shall be sufficient to establish the presumption that the Bidder has investigated the site of the Work and is satisfied as to all conditions to be encountered, the character, quantity and quality of the work to be performed and materials furnished in the completion thereof. No pleas of ignorance of conditions or difficulties that may be encountered in the execution of the Work pursuant to this bid package as a result of failure to make necessary and reasonable examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill, in every detail, all of the requirements of the Contract Documents; nor will they be accepted as a basis for any claims whatsoever for extra compensation or for any extension of time. Prior to the time specified for receiving bid submittals any interpretation or modifications of the proposed Contract documents will be made only by Addendum. The County will send a courtesy notification when addenda are issued to each person to whom attended a mandatory or non-mandatory pre-bid meeting, if applicable; and/or submitted Bidder Registration. It is the sole responsibility of the Bidders to check the County's website at <https://www.polk-county.net/business/procurement/> "Notice of Bids" to ensure that all available information, addenda, has been received prior to submitting a bid. The County shall not be responsible for oral instructions.

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

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

2.0 Pre-Qualifications

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

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

3.0 Joint Venture

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

4.0 Bid Errors

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

5.0 No Bid

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

6.0 Discounts

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

7.0 Material and Construction

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

8.0 Conflict of Interest

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

9.0 Assignment of Contract

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

10.0 Recommendation of Bid Award/Rejection of Bids

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

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

11.0 Approval of Contract

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

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

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

12.0 Security Forfeiture

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

13.0 Laws, Codes and Regulations

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

14.0 Safety Requirements/Regulations

14.1 All Bidders are required to submit with their Bid Submittal or prior to award, Exhibit X, Safety Requirements/Regulations which states that if the firm falls under the Occupational Health and Safety Administration (OSHA) Regulations, as interpreted by OSHA, the successful contractor will be able to provide, at the request of the County, a copy of their OSHA 300 Log for the past three (3) years, a copy of the Workers Compensation Modification Rate; a copy of the Contractor's Safety and Health Program, and a copy of the Contractor's Drug Free Workplace Program. Any questions regarding the compliance with this provision shall be directed to Polk County Safety and Loss Control Coordinator, Risk Management Division, (863) 534-5267.

14.2 The Bidder is hereby notified that if awarded the bid and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection

facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined in the facility safety manual and operating procedures.

14.3 The Bidder is hereby notified that if awarded the bid they shall be responsible for maintenance of traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. The Contractor shall construct and maintain detours and provide facilities for access to residences, businesses, etc., along the project. The contractor shall furnish, install and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas, and provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Refer to Florida Department of Transportation's (FDOT) latest edition of the Standard Specifications for Road and Bridge Construction and the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) for the minimum national standard for traffic control for highway construction, maintenance, and utility operation.

15.0 Liquidated Damages

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

16.0 Standard Basis for Bidding

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

17.0 Preconstruction Conference

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

18.0 Florida Public Entity Crime Statute

The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is

otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

19.0 Preference for Drug-Free Workplace

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

20.0 Requirement to list Subcontractors

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

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

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

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

22.0 Equal Opportunity for Contractors and Subcontractors

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

23.0 Additions/Revision/Deletions

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

24.0 Unit Prices

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

25.0 Code of Ethics

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

26.0 Questions

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

27.0 Bid Protest

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

28.0 Prohibition Against Considering Vendor Interests

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

29.0 Local Preference

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

When bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the

opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

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

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

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

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

30.0 Vendor Preference

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

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

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

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

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

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

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

This policy in no way supersedes the Local Preference Policy.

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

PART B – CONDITIONS OF CONTRACT

GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

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

ARTICLE 2 – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.17. The term “**Day**” shall be a calendar day unless otherwise defined in the Contract Documents. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a County Holiday as set forth below, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

When the Contract Time is specified as calendar days, workdays will be established in the Special Conditions. Workdays are defined as those days of the week and hours of the day that the Contractor may perform the scope of work defined in the Bid Document. The following County Holidays are non-work days and are included in the original contract time. The County will not grant additional days for workdays that fall on County Holidays. County Holidays are: New Year’s Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day, all as adopted by the Board of County Commissioners. The Contractor may request permission to work on a County Holiday. The Contractor shall submit their request to work on a County Holiday a minimum of seven

(7) calendar days in advance of the Holiday. However, the County is under no obligation to approve such request, and approval to work on a County Holiday is at the sole discretion of the County.

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

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

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

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

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

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

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

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

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

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

2.28. The term “**Notice to Proceed**” means a written notice issued by the Procurement Division to the Contractor fixing the date on which the Contract Time will commence and the final completion date which is based on the number of contract days.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 – PRELIMINARY MATTERS

3.1 Delivery of Bonds

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

3.2. Copies of Documents

3.2.1. After the award of the Contract, the **County** shall furnish the **Contractor**, at no cost, five (5) sets of plans and one (1) Contract Document for execution of the work. Additional sets will be supplied at the discretion of the user divisions.

3.3. Commencement of Contract Time; Notice to Proceed

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

3.4. Starting the Work

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

3.5. Before Starting Construction

3.5.1. Before undertaking each part of the Work, the **Contractor** shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon and all applicable field measurements. The **Contractor** shall promptly report, in writing, to the **Construction Project Manager** and the **County** any conflict, error, ambiguity or discrepancy which the **Contractor** may discover and shall obtain a written interpretation or clarification from the **Construction Project Manager** before proceeding with any Work affected thereby. The **Contractor** shall be liable to the **County** for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if the **Contractor** knew or reasonably should have known thereof.

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

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

3.5.2.2. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price. The schedule of values should subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction with sufficient breakdown of lump sum prices to identify items of work. Such amounts will include an appropriate amount of overhead and profit applicable to each item of work. A copy of the schedule of

values, with the appropriate bid number and the appropriate W/MBE classification in accordance with Section 17.1 shall be sent to the Procurement Division at 330 West Church Street, Bartow, Florida 33831.

- 3.5.2.3. A Construction Schedule according to FDOT Specification 8-3.2, Submission of Working Schedule as detailed in the Specification Package included in this Contract. This construction schedule shall be updated and accompany every application for payment submitted. Should the updated construction schedule show any portion of the Work to be behind, the Contractor shall submit with the updated construction schedule a detailed plan for recovery. This updated construction schedule shall be reviewed and approved by the Construction Project Manager or the County at the time of a construction progress meeting that coincides with the submission of the progress application for payment. Failure to submit this recovery plan with the updated construction schedule will cause the application for payment to be rejected until such time the recovery plan is submitted.
- 3.5.2.4. If a Traffic Control Plan (TCP) is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an alternative TCP according to the requirements FDOT Standard Specification 102-4 Alternative Traffic Control Plan for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.
- 3.5.2.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form (Contract Exhibits XXII and XXIII) to the Construction Project Manager at least ten (10) working days prior to a road closure and at least seven (7) working days prior to a lane closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval.
- 3.5.3. Prior to the effective date of the Contract, the **Contractor** shall deliver to the **County**, with copies to each additional insured identified in the Supplementary Conditions, an original certificate of insurance (and other evidence of insurance which the **County** may reasonably request) which the **Contractor** is required to purchase and maintain in accordance with Article 6.
- 3.5.4. Before any Work at the site is started, a pre-construction meeting attended by the **Contractor, County Project Manager, Procurement Representative, Construction Project Manager** and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in 3.5.2, procedures for handling shop drawings and other submittals, processing applications for payment, maintaining required records, and establishing the Notice to Proceed date. After the pre-construction meeting, the **Contractor** shall have ten (10) calendar days to make corrections and adjustments to their schedules and resubmit to the County for review and acceptance. No progress payment shall be made to the **Contractor** until the schedules are submitted to and deemed acceptable by the **Construction Project Manager**; but such acceptance will neither impose on the

Construction Project Manager responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve the **Contractor** from the **Contractor's** full responsibility.. The **Contractor's** schedule of shop drawings and submittals will be acceptable to the **Construction Project Manager** as providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values shall be approved by the **Construction Project Manager** and the **County** as to form and substance.

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

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

4.1 Precedence

- 4.1.1. The Contract Documents comprise the entire agreement between the **County** and the **Contractor** concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Laws of the State of Florida; Venue shall be Polk County.
- 4.1.2. Unless otherwise specified in the Contract Documents, these General Conditions and the Contract Special Conditions replace the current Division I of the FDOT Standard Specification for Road and Bridge Construction. Division II Construction Details and Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction, including all revisions current at the time of the bid, shall apply to this project. The applicable publication date of this document is prescribed in the plans.
- 4.1.3. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, material or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe the Work, material or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the drawings and specifications shall be issued by the Construction Project Manager.
- 4.1.4. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in 4.3.1 or 4.3.2, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the

performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

- 4.1.5. Reference to standards, specifications, manuals or codes of any technical society, organization or associations, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, version, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 4.1.6. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 4.1.7. The Contractor shall keep adequate records and supporting documentation applicable to the Work and Contract. Said records and documentation shall be retained by the Contractor for a minimum of five (5) years from the date of final completion or termination of this Contract. The County shall have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of the Contract and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. The County, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and supporting documentation.

4.2. Conflicts

- 4.2.1. If, during the performance of the Work, the **Contractor** discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in 7.4, the **Contractor** shall report it to the **Construction Project Manager** and **County Project Manager** in writing at once via the Request for Information (RFI) process; and the **Contractor** shall not proceed with the Work affected thereby (except in an emergency as authorized by 7.13) until receiving written direction from the **Construction Project Manager** or an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in 4.3.1 or 4.3.2.
- 4.2.2. No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of the **County, Contractor or Construction Project Manager**, or any of their subcontractors, consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the **County, Construction Project Manager** or any of the **Construction Project Manager's** consultants, agents or employees any duty or authority to supervise

or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

4.3. Amending

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

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

4.4. Reuse of Documents

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

ARTICLE 5 – PROJECT CONDITIONS

5.1 Availability of Lands

5.1.1. The **County** shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the **Contractor**.

5.1.2. Any additional lands, rights-of-way and easements not furnished by the **County** that the **Contractor** deems necessary, including but not limited to requirements for temporary construction facilities, access and egress, or for storage, shall be obtained in writing from the affected landowner by the **Contractor** at no increase in contract price or extension in contract time, and **Contractor** shall confine his operations to those areas furnished by the **County** or obtained at its expense. The **Contractor** shall hold the **County** harmless for all liabilities associated with said work outside the project area. Before mobilizing or storing any materials or equipment, the **Contractor** shall identify the areas to be used for storage in writing to the **County**. If property other than **County** right-of-way is proposed for storage, the **Contractor** shall provide the **County** a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

5.2. Subsurface and Physical Conditions

Copies of any reports of exploration and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents are included in the Contract Documents.

5.3. Limited Reliance by Contractor Authorized Technical Data

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

- 5.3.1.1. the completeness of these reports and drawings for the **Contractor’s** purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by the **Contractor** and safety precautions and programs incident thereto; or
- 5.3.1.2. other data, interpretations, opinions and information contained in said reports or shown or indicated in said drawings; or
- 5.3.1.3. any **Contractor** interpretation of or conclusion drawn from any “technical data” or any such data, interpretations, opinions or information.

5.4. Unknown or Concealed Conditions (Excluding Existing Utilities)

- 5.4.1. If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the **Contractor** shall give the **County** notice, through the **Construction Project Manager**, immediately before conditions are disturbed and in no event no later than 24 hours after first observance of the conditions.
- 5.4.2. The **Project Manager** and the **Construction Project Manager** shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the **Contractor’s** cost of, or time required for, performance of any part of the Work, the **Project Manager** and the **Construction Project Manager** shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the **Project Manager** and the **Construction Project Manager** determine that the conditions at the site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the **Construction Project Manager** shall notify the **Contractor** of the determination in writing. The Work shall be performed after the **Construction Project Manager** provides direction.

5.5. Physical Conditions – Underground Facilities

- 5.5.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and

data furnished to the **County** or the **Construction Project Manager** by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- 5.5.1.1. The **County** and the **Construction Project Manager** shall not be responsible for the accuracy or completeness of any such information or data; and
- 5.5.1.2. The cost of the following will be included in the Contract Price and the **Contractor** shall have full responsibility for (i) reviewing and checking all such information and data; (ii) locating all Underground Facilities shown or indicated in the Contract Documents; (iii) coordination of the Work with the owners of such Underground Facilities during construction; and (iv) the safety and protection of all such Underground Facilities as provided in 7.11 and repairing any damage resulting from the Work.

5.5.2. If an Underground Facility is uncovered or revealed within the project which was not shown or indicated in the Contract Documents, the **Contractor** shall, promptly after becoming aware of and before further disturbing conditions affected by or performing any Work in connection therewith (except in an emergency as required by 7.14), identify the owner of such Underground Facility and give written notice to that owner and to the **County** through the **Construction Project Manager**. The **County Project Manager** and the **Construction Project Manager** will promptly review the Underground Facility and determine the appropriate course of action, if any. If the **County Project Manager** concludes that a change in Contract time is required, a Change Order will be issued as provided in Article 13 to reflect and document such consequences. During such time, the **Contractor** shall be responsible for the safety and protection of such Underground Facility as provided in 7.11. If the **County** and the **Contractor** are unable to agree on the length of time of any such adjustment in Contract Time, the **Contractor** may make a claim as provided in Article 13. However, the **County** and the **Construction Project Manager** shall not be liable to the **Contractor** for any claims, costs, losses or damages incurred or sustained by the **Contractor** on or in connection with any other project or anticipated project.

5.6. Engineering and Layout

- 5.6.1. Control Points Furnished by the **County**: The **County** will provide centerline control points (Begin Project, End Project, Pls, PTs, etc.) and bench marks at appropriate intervals along the line of the project to facilitate the proper layout of the work. Normally, the **County** will furnish only one bench mark for water crossings. Preserve all reference points and bench marks that the **County** furnishes. As an exception to the above, for projects where the plans do not show a centerline or other survey control line for construction of the work (e.g., resurfacing, safety modifications, etc.) the **County** will provide only points marking the beginning and ending of the project, and all exceptions.
- 5.6.2. Furnishing of Stake Materials: Furnish all stakes, templates, and other materials necessary for establishing and maintaining the lines and grades necessary for control and construction of the work.
- 5.6.3. Layout of Work: Utilizing the control points furnished by the **County** in accordance with 5.6.1, establish all horizontal and vertical controls necessary to construct the work in

conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items. When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such work.

5.6.4. Specific Staking Requirements: When performing new base construction as part of the project, set stakes to establish lines and grades for subgrade, base, curb, and related items at intervals along the line of the work no greater than 50 feet on tangents and 25 feet on curves. Set grade stakes at locations that the **County** directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.

5.6.4.1. For bridge construction stakes and other control, set references at sufficiently frequent intervals to ensure construction of all components of a structure in accordance with the lines and grades shown in the plans.

5.6.4.2. For projects where the plans do not show a centerline or other survey control line for construction of the work (resurfacing, safety modifications, etc.), provide only such stakes as necessary for horizontal and vertical control of work items.

5.6.4.3. For resurfacing and resurfacing-widening type projects, establish horizontal controls adequate to ensure that the asphalt mix added matches with the existing pavement. In tangent sections, set horizontal control points at 100 foot intervals by an instrument survey. In curve sections, set horizontal control points at 25 foot intervals by locating and referencing the centerline of the existing pavement.

5.6.4.4. Establish by an instrument survey, and mark on the surface of the finished pavement at 25 foot intervals, the points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing/widening projects, establish these points in the same manner as used for horizontal control of paving operations. Mark the pavement with white paint. If performing striping, the **County** may approve an alternate method for layout of striping provided that the **Contractor** achieves an alignment equal to or better than the alignment that would be achieved using an instrument survey.

5.6.4.5. For projects that include temporary or permanent striping of "no passing zones", provide the location and length of these zones as shown in the plans, except projects where the vertical or horizontal alignment is new or altered from preconstruction alignment. For projects that consist of new or altered vertical or horizontal alignment, the **County** will provide the location and length of the "no passing zones" during construction. For these projects, notify the **Construction Project Manager** not less than twenty-one (21) calendar days prior to beginning striping.

5.6.4.6. For all projects, set a station identification stake at each right-of-way line at 100 foot intervals and at all locations where a change in right-of-way width occurs. Mark each of these stakes with painted numerals, of a size readable from the roadway, corresponding to the project station at which it is located. As an exception to the above, for projects where plans do not show right-of-way lines, set station identification stakes at locations and intervals appropriate to the type of work being done. For resurfacing and resurfacing/widening projects, set station identification stakes at 200 foot intervals.

5.6.5. Personnel, Equipment, and Record Requirements: Employ only competent personnel and use only suitable equipment in performing layout work. Do not engage the services of any person or persons in the employ of the **County** for performance of layout work. Keep adequate field notes and records while performing as layout work. Make these field notes and records available for the **Construction Project Manager** review as the work progresses, and furnish copies to the **County** at the time of completion of the project. The Engineer's inspection, checking, or acceptance of the **Contractor's** field notes or layout work does not relieve the **Contractor** of his responsibility to achieve the lines, grades, and dimensions shown in the Contract Documents. Prior to final acceptance of the project, mark, in a permanent manner on the surface of the completed work, all horizontal control points originally furnished by the **County**.

5.6.6. Payment: Include the cost of performing layout work as described above in the Contract unit prices for the various items of work that require layout.

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

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

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

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

5.7.3. If, after receipt of such special written notice, the **Contractor** does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then the **Contractor** may order such portion of the

work that is in connection with such hazardous conditions or in such affected area to be deleted from the Work. If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 12 and 13. The **County** may have such deleted portion of the Work performed by the **County's** own forces or others in accordance with Article

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

Article 6 - BONDS, INSURANCE, INDEMNIFICATION

6.1 Public Construction Bond and Other Bonds

- 6.1.1. The **Contractor** shall furnish a Public Construction Bond, unless otherwise stated in the Invitation for Bid, in an amount equal to the amount recommended for award, as security for the faithful performance and payment of all the **Contractor's** obligations under the Contract Documents. This Bond shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.
- 6.1.2. The **Contractor** shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bond in the same amount of one or more change orders.
- 6.1.3. The bonds required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certify copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Contract Documents.
- 6.1.4. If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the **County**.

6.2. Warranty / Maintenance Bond

- 6.2.1. The **Contractor** shall provide the required Warranty / Maintenance Bonds according to the requirements of the FDOT Standard Specifications for Road and Bridge Construction. Typically, a Warranty/Maintenance Bond is required for Landscaping or Traffic Signal work.

6.3. Certificates of Insurance

- 6.3.1. All insurance required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from an insurance company that is duly licensed or authorized in the State of Florida to issue insurance policies for the limits and coverages so required. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Contract Documents.
- 6.3.2. The **Contractor** shall deliver to the **County**, with copies to each additional insured identified in 6.4.1, certificates of insurance (and other evidence of insurance requested by the **County** or any other additional insured such as policy endorsements and copies on actual insurance policies if requested) which the **Contractor** is required to purchase and maintain in accordance with 6.4.1.

6.4. Contractor's Liability Insurance

- 6.4.1. The **Contractor** shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from the **Contractor's** performance and furnishing of the Work and the **Contractor's** other obligations under the Contract Documents, whether it is to be performed or furnished by the **Contractor**, subcontractor, supplier or anyone for whose acts any of them may be liable. The **Contractor** shall purchase and maintain insurance in force during the contract period with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category, and acceptable to the **County** the following insurances. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
- a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:
- | | |
|-----------------------|-----------|
| Admitted in Florida: | Yes |
| Employer's Liability: | \$100,000 |
| All States | Statutory |
| Endorsement: | |
| USL & H | Statutory |
| Endorsement: | |
| Voluntary | Statutory |
| Compensation: | |
- b. Commercial General Liability Insurance, naming the County as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed \$25,000.
- | | |
|------------------------|--------------------|
| Aggregate Combined: | <u>\$5,000,000</u> |
| Each Occurrence: | \$5,000,000 |
| M&C/CGL: | \$5,000,000 |
| Broad Form CGL: | \$5,000,000 |
| Contractual Liability: | \$5,000,000 |
| Products: | \$5,000,000 |

| | |
|--|-------------|
| Completed Operation: | \$5,000,000 |
| Personal Injury: | \$5,000,000 |
| Independent Contractors: | \$5,000,000 |
| XCU Property Damage Excel: | \$5,000,000 |
| Umbrella Liability: | |
| Contractors Pollution Legal Liability: | \$5,000,000 |

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

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

| | |
|---|-------------|
| Bodily injury & Property Damage Liability | \$5,000,000 |
| Combined Single Limit Each Accident | |

6.4.2. These policies will provide that:

- 1) The insurer(s) waive their rights of subrogation against the **County**, their officials, employees, agents and consultants for Workers' Compensation and General Liability.
- 2) The **County**, a political subdivision of the State of Florida, shall be named as an additional insured with respect to liability arising from the work performed for the **County** by the **Contractor** (as defined by the scope of this bid and subsequent contract) for Automotive and General Liability policies of insurance. This should be stated on Certificate(s) of Insurance and subsequently endorsed into the policies. A thirty (30) day written notice of cancellation and ten (10) day notice of non-payment is required. Renewal notices to be sent to the Procurement Division.
- 3) The **Contractor** shall not be given Notice to Proceed under this contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the **County**. The original insurance certificates shall be given to:

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005

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

6.4.4. Notwithstanding any other provision of these documents to the contrary, the **Contractor** shall not provide Builder's Risk or Architects' and Engineers' Construction Project Manager Liability Insurance unless specially requested by the **County**. The **County** has Builder's Risk coverage and will provide the **Contractor** with appropriate Certificate of Insurance upon request. The County's Builder's Risk policy does not insure the **Contractor's** tools, machinery or equipment that is stored at the job site. If the **Contractor** is required to store tools, machinery or equipment at the job site, the **Contractor** should provide insurance in the form of an equipment floater for the **Contractor's** tools and equipment. The **County** should be named as an additional

insured on the **Contractor's** policy, with an appropriate waiver of subrogation as to any claims the **Contractor** or the Contractor's insurer may have against the **County** arising from the storage of the **Contractor's** tools and equipment.

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

6.4.6. Any additional insurance, if required, will be set forth in the Special Conditions.

6.5. Receipt and Application of Insurance Proceeds

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

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

6.6. Indemnification

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

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

subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

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

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.1 Supervision and Superintendence

- 7.1.1. The **Contractor** shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the Contract Documents. The superintendent shall speak and understand English and have at least one other responsible person who speaks and understands English. The superintendent shall not be replaced without written notice to the **County**, through the **Construction Project Manager**, except under extraordinary circumstances. Prior to the commencement of the Work the **Contractor** shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the **County** the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the **County** may require the **Contractor** to assign a different superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before. The superintendent will be the **Contractor’s** representative at the site and shall have authority to act on behalf of the **Contractor**. All communications to the superintendent shall be as binding as if given to the **Contractor**. If during the commencement of the work, the **County** is not satisfied with the superintendent's work, the **County** shall have the right to request a replacement superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before.

- 7.1.2. The **Contractor** shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The **Contractor** shall be responsible to see that the completed Work complies accurately with the Contract Documents.

7.2. Labor, Material and Equipment

- 7.2.1. The **Contractor** shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The **Contractor** shall at all times maintain good discipline and order on the site.
- 7.2.2. The **Contractor** shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and

completion of the Work as required by the Contract Documents. Equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the **Contractor** and the **Contractor** shall immediately notify the **County** and the **Construction Project Manager** of the incident and cleanup / repair efforts. The **Contractor** shall clean up and dispose of any hazardous material according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the **County**.

7.2.3. All material and equipment shall be new and of good quality, except as otherwise provided in the Contract Documents. The **Contractor** shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the **County** immediately upon delivery or as soon thereafter as is practical. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed, as approved by the **Construction Project Manager**.

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

7.3. Substitute Material or Equipment

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

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

discretion, any VECP submittal. As a minimum, the following information shall be submitted by the **Contractor** with each VECP:

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

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

7.4. Concerning Subcontractors

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

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

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

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

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

7.5. Patent Fees and Royalties

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

7.6. Permits

7.6.1. The **Contractor** shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. These costs are considered incidental to the Work. Permits, if any, that are provided and paid for by the **County**, are listed in the Contract Documents. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.

7.6.2. As required by the appropriate Water Management District (WMD), before beginning any dewatering activities, (whether it is discharged offsite or not), the WMD must be notified. The **Contractor** shall provide the **County** with a forty eight (48) hour advance notification of any de-watering activities so the **County** can properly notify the WMD. If the **Contractor's** dewatering activity results in offsite discharge to wetlands or surface waters, a permit modification of the original construction permit would be required. Furthermore, if the **Contractor's** dewatering activity results in offsite discharge to wetlands or surface waters, the **Contractor** is to prepare a written dewatering plan and submit said plan to the **County** and the appropriate WMD for approval. The cost for preparing the dewatering plan, the installation thereof and the dewatering shall be included in the unit price for the work requiring dewatering.

7.7. Laws and Regulations

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

7.8. Taxes

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

7.9. Use of Premises

- 7.9.1. The **Contractor** shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents. The **Contractor** shall not unreasonably encumber the site with material and equipment. Any loss or damage to the **Contractor's** or any Subcontractor's equipment is solely at the risk of the **Contractor**.
- 7.9.2. During the progress of the Work, the **Contractor** shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminants resulting from the Work. At the completion of the Work, the **Contractor** shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The **Contractor** shall leave the site clean and ready for occupancy by the **County** at substantial completion of the Work. All disposals shall be in accordance with applicable laws and regulations. In addition to any other rights available to the **County** under the Contract Documents, the **Contractor's** failure to maintain the site may result in withholding any amounts due the **Contractor**. The **Contractor** shall restore to original condition all property so designated for alteration by the Contract Documents.
- 7.9.3. The **Contractor** shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The **Contractor** shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

7.10. Record Documents

- 7.10.1. The **Contractor** shall maintain in a safe place at the site, one (1) record copy of all Drawings, Specifications, Addenda, Permits, Change Orders, Change Requests, Field Orders correspondence, field test records, **Contractor's** daily reports and construction photographs, and written interpretations and clarifications in good order, and annotated to show all changes made during construction. These record documents, together with all approved samples and shop drawings, will be available at all times during regular working hours to the **Construction Project Manager** and the **County**. In addition, the **Contractor** shall submit on a daily basis, two (2) copies of the preceding day's daily report to the **County** through the **Construction Project Manager**. The record drawings shall be marked up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well organized manner and are to include the elevation and plan location of all utilities, structures, etc., encountered or installed. A "record" survey book shall be kept and shall include the following items:
1. The location and elevation of all existing Underground Facilities, utilities and structures, etc. encountered.
 2. The finished location and elevation of all Underground Facilities, utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, curbs, driveways, pavement and any and all underground structures.

7.10.2. All record notes shall be kept in book(s) designed "record" and no other survey notes will be kept in such books. The **Contractor** will be required to review with the **County** the status of the "as built" plans and the record survey notes in connection with the **County** evaluation of each Application for Payment. Failure to maintain record documents current shall be just cause to withhold payments for Work performed. Upon completion of the Work, the **County** shall deliver to the **Contractor** a reproducible set of current Plans. The **Contractor** will transfer all his "as-built" information to these reproducibles and deliver the resultant as-built set of plans, together with the record survey book to the **Construction Project Manager** for the **County**. Each completed set of "As-Built" drawings must include on its face, a certified statement by the **Contractor** that the set of "As-Built" drawings accurately depicts the actual Work as constructed. "As-Built" drawings must meet WMD requirements and at a minimum shall include roadway template data on 100' cross sections including curb elevations, structure invert elevations and outfall elevations.

7.11. Safety and Protection

- 7.11.1. The **Contractor** shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:
1. All employees on the Work and other persons who may be affected by it.
 2. All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The **Contractor** shall assume all risk of loss for stored equipment or material, irrespective of whether the **Contractor** has transferred the title of the stored equipment or material to the **County**.
 3. Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
 4. When the performance of the Work requires the use of shoring, sheet piling and other special construction related to excavation, and when required by Laws or Regulations, the **Contractor** shall cause the design of said shoring, sheet piling and other special construction to be performed by a registered Construction Project Manager engineer licensed in the State of Florida. The **Contractor** shall submit, as a Shop Drawing, a certification by the registered engineer, stating that it has complied with this requirement. The **Contractor** shall meet all requirements of such designs prepared by a registered engineer. In addition to any requirements imposed by law, the **Contractor** shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work.
- 7.11.2. The **Contractor** is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The **Contractor** shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock Out/Tag Out of Hazardous Energy. The **Contractor** is required to comply with OSHA Standards regardless of the number of employees they may have.

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

1. Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists; or from one or more practices, means, methods, operations or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.
2. Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.
3. Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

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

1. First violation: The correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the **County**.
2. Second violation: May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the **Contractor** to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.
3. Third violation: This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the **County**.

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

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

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

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

7.11.8. Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall

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

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

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

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

7.12. Drug Free Work Place Policy

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

1. The **Contractor** and its employees and Subcontractors are strictly prohibited from the following:
 - a) Using illegal drugs on **County** property;
 - b) Manufacturing, distributing, dispensing, selling, possessing, or using a non-prescribed substance, illegal drug or alcohol, while at work or on or in **County** property. Reporting for work or performing work under the influence of a non-prescribed substance, illegal drug or alcohol.
2. If there is reason to believe that this policy is being violated, the **Contractor** shall be required to take immediate action to correct the violation and ensure the **County** that further violations will not occur. The remedy shall, at a minimum, require the person or persons who are the subject of the violation to be banned from the work place.

7.13. Emergencies

7.13.1. In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the **Contractor**, without special instructions or authorization from the **Construction Project Manager** if time or circumstances do not permit, is obligated to prevent or mitigate threatened damage, injury or loss. The **Contractor** shall give the **Construction Project Manager** written notice that the emergency provision has been

invoked and shall state the reasons within twenty-four (24) hours of the incident. If the **Contractor** believes the emergency results in additional Work, a claim for a Change Order may be submitted in accordance with the procedures set forth herein.

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

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

7.14. Submittals, Shop Drawings, and Samples

7.14.1. In general, the **County** requires shop drawings for items of work not fully detailed in the plans which require additional drawings and coordination prior to constructing the item, including but not limited to:

- a. Bridge components not fully detailed in the plans, i.e. segments, steel girder details, post-tensioning details, handrails, etc.
- b. Retaining Wall Systems
- c. Precast Box Culverts
- d. Non-standard lighting, signalization and signing structures and components
- e. Building Structures
- f. Drainage structures, attenuators, and other nonstructural items
- g. Design and structural details furnished by the Contractor in compliance with the Contract
- h. Temporary Works affecting public safety
- i. Bridge Structural Steel and Miscellaneous Metals
- j. Bridge Concrete components that are not cast-in-place
- k. Major and Unusual Structures
- l. Minor modifications to the permanent works for the purposes of expediting the **Contractor's** chosen construction methods
- m. Requirements in Provision 7.11.1.5

7.14.2. Other provisions of the Contract Documents may waive the requirement for submittals for certain items; e.g., items constructed from standard drawings or those complying with alternate details for pre-stressed members under FDOT Standard Specification Section 450. The Special Conditions may also list the submittals required.

7.14.3. After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, the **Contractor** shall submit to the **Construction Project Manager** for review and approval in accordance with the accepted schedule of Submissions, seven (7) copies for use by the **County**, **Construction Project Manager** and any additional copies as required by the **Contractor** (unless otherwise specified in the Contract Documents) of all Submittals and Shop Drawings, which shall have been checked by and stamped with the approval of

Contractor and identified as the **Construction Project Manager** may require. The **Contractor** shall submit a copy of the transmittal letter providing drawing numbers and titles for each item included in Submittals and Shop Drawings to the **Construction Project Manager**.

- 7.14.4. The **Contractor** shall also submit to the **Construction Project Manager** for review and approval, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of the **Contractor**, identified clearly as to material, manufacturer, any pertinent data such as catalog numbers and the use for which it is intended.
- 7.14.5. The **Contractor's** stamp of approval on any Submittal, Shop Drawing or sample shall constitute its representation to the **County** and the **Construction Project Manager** that the **Contractor** has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, specified performance criteria, and similar data or assumes full responsibility for doing so, and that the **Contractor** has reviewed or coordinated each Submittal, Shop Drawing or sample with the requirements of the Work and the Contract Documents.
- 7.14.6. At the time of each submission, the **Contractor** shall in writing call the **Construction Project Manager's** attention to any deviations that the Submittals, Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each submission of such variation.
- 7.14.7. The **Construction Project Manager** will review Submittals, Shop Drawings and review samples and return the **Contractor's** submittals stamped with the following notation:
- ☐ APPROVED
☐ APPROVED AS NOTED
☐ REVISE AND RESUBMIT
☐ NOT APPROVED
Reviewed By: ____ _
Date: -----
- 7.14.8. Approval is only for general conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The **Contractor** is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the Work of all trades.
- 7.14.9. The **Construction Project Manager's** review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of

other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of Equipment and systems designed by the **Contractor**, engineering design furnished by the **Contractor**, the Contractor's means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto, the correctness of which shall remain the sole responsibility of the **Contractor**. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The **Contractor** shall make any corrections required by the **Construction Project Manager** and shall return the required number of corrected copies of Submittals and Shop Drawings and resubmit new samples for review. The **Contractor** shall direct specific attention in writing to revisions other than the corrections called for by the **Construction Project Manager** on previous submittals.

7.14.10. The **Construction Project Manager's** review and approval of Submittals, Shop Drawings or samples shall not relieve the **Contractor** from responsibility for any variation from the requirements of the Contract Documents unless the **Contractor** has in writing called the **Construction Project Manager's** attention to each such variation at the time of submission and the **Construction Project Manager** has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal, Shop Drawing or sample approval; nor will any approval by the **Construction Project Manager** relieve the **Contractor** from responsibility for errors or omissions in the Submittals, Shop Drawings or samples or from responsibility for having complied with the provisions of 7.14.4.

7.14.11. Where a Submittal, Shop Drawing or sample is required, no related Work shall commence until the submittal has been returned by the **Construction Project Manager** and noted "Approved" or "Approved As Noted".

7.14.12. All costs incurred in connection with the **Construction Project Manager's** review and return of a particular Submittal, Shop Drawing or sample submission after the **Construction Project Manager's** second review shall be borne by the **Contractor**, including the **Construction Project Manager's** charges to the **County** under the terms of their agreements with the **County**. The **County** shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

7.14.13. In reviewing Submittals, Shop Drawings or samples, the **Construction Project Manager** shall be allowed thirty (30) days from the date the **Construction Project Manager** receives the submittal or re-submittal from the **Contractor** to return the submittal in accordance with this Section, unless otherwise provided in the Contract Documents. The **Construction Project Manager's** review and return of a Submittal, Shop Drawing or sample within the time allowed shall not justify an increase in the Contract Price or an extension in Contract Time. Any delay in connection with the **Contractor's** submittal and any re-submittal of a particular Submittal, Shop Drawing or sample shall represent delays under the control of the **Contractor** and shall not justify an increase in Contract Price or an extension in Contract Time.

ARTICLE 8 – OTHER WORK

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

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

ARTICLE 9 – COUNTY'S RESPONSIBILITIES

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

9.1. The **County** shall furnish the data required under the Contract Documents and shall make payments to the **Contractor** when due as provided in Article 17.

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

ARTICLE 10 – CONSTRUCTION PROJECT MANAGER'S STATUS DURING CONSTRUCTION

10.1 County's Representative

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

10.2. Visits to the Site

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

10.3. Clarifications and Interpretations

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

10.4. Rejecting Defective Work

10.4.1. The **Construction Project Manager** has the authority to disapprove or reject Work, which is defective. The **Construction Project Manager** also has authority to require special inspection or testing of the Work at the **Contractor's** expense, as provided in Article 16, whether or not the Work is fabricated, installed or completed when the work has been declared defective.

10.5. Decisions on Disagreements

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

10.6. Limitation on Construction Project Manager's Responsibilities

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

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

10.6.1.2. The **Construction Project Manager** shall not be responsible for the acts or omissions of the **Contractor**, any Subcontractors, any agents, employees or any other persons performing any of the Work.

ARTICLE 11 – CHANGES IN THE WORK

11.1 Changes

11.1. Without invalidating the Contract, the **County** may at any time order additions, deletions or revisions in the Work. The **Construction Project Manager** shall provide the **Contractor** with a proposal request, identifying the work to be added, deleted or revised. Upon receipt, the **Contractor** shall promptly submit a written proposal for the changed work prepared in accordance with Articles 12 and 13. If the proposal request calls only for the deletion of work, the **Construction Project Manager** may order the partial suspension of any work related to the proposed deletion, in which case the **Contractor** must cease performance as directed; the **Contractor** shall not be entitled to claim lost profits on deleted work. All change work shall be executed under the applicable conditions of the Contract Documents.

11.2. Additional work performed by the **Contractor** without authorization of a Change Order or Allowance Authorization will not entitle the **Contractor** to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 7.13. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

11.3. Upon agreement as to changes in the Work to be performed, work performed in an emergency as provided in Article 7.13, and any other claim of the **Contractor** for a change in the Contract Time or the Contract Price, the **Construction Project Manager** will prepare a written Change Order to be signed by the **Construction Project Manager** and the **Contractor** and submitted to the **County** for approval.

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

11.5. In the absence of an agreement as provided in 11.1.3, the **County** may, at its sole discretion, issue a Construction Change Directive to the **Contractor**. Pricing of the Construction Change Directive will be in accordance with Article 12. The Construction Change Directive will specify a price and, if applicable, a time extension determined to be reasonable by the **County**. If the **Contractor** fails to sign such Construction Change Directive, the **Contractor** may submit a claim in accordance with Articles 11, 12, 13, and 19 but the **Contractor** shall nevertheless be obligated to fully perform the Work as directed by the Construction Change Directive.

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

ARTICLE 12 – CHANGE OF CONTRACT PRICE

12.1 The Contract Price

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

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

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

12.1.3.1. Designated Unit Price (Field Measure)

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

When it is determined by the **County** that an addition, deletion or revision to the Work as defined in these Contract Documents is required and affects the quantities required for items designed in the Bid Submittal (Part C) as unit price items, the **Contractor** and the **County** agree that the compensation payable to the **Contractor** for the unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Submittal (Part C) and the actual quantities required to complete the Work. The County does not re-negotiate unit prices for Significant Changes as defined in FDOT Division I Specifications.

12.1.3.2. Other Unit Prices

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

12.1.3.3. Lump Sum Items

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

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

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

12.2. Cost of Work

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

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

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

12.2.4. Rented Equipment (at actual rental rate)

12.2.5. Material

12.2.6. Supplies

12.2.7. Subcontractors' Costs

12.2.8. Bonds and Insurance

12.2.9. Contractor's Fee (per 12.3)

12.2.10. Permit Fees

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

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

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

12.2.12.2. Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.

- 12.2.12.3. Expenses of **Contractor's** principal and branch offices other than the **Contractor's** office at the site.
- 12.2.12.4. Any part of the **Contractor's** capital expenses, including interest on the **Contractor's** capital used for the Change Order work and charges against the **Contractor** for delinquent payments.
- 12.2.12.5. Cost of premiums for all bonds and insurance, whether or not the **Contractor** is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the work).
- 12.2.12.6. Costs due to the negligence of the **Contractor**, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to: the correction of defective Work; disposal of material or equipment wrongly supplied; and making good any damage to property.
- 12.2.12.7. Overhead or general expense costs of any kind (other than as provided in 12.3).

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

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

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

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

12.4. **Prompt Processing of Change Orders**

- 12.4.1. Pursuant to §218.755, Fla. Stat., for any contract for construction services, if (1) County receives from Vendor a price quote for a change order requested or issued by the County for construction services, and (2) the price quote conforms to all statutory requirements and contractual requirements for the project, then County shall approve or deny the price quote and send written notice of that decision to Vendor within thirty-five (35) days after receipt of such quote. If the County issues a denial notice, then the County shall specify the alleged deficiencies in the price quote and the actions necessary to remedy those deficiencies. If the County fails to provide the contractor with a notice in compliance with this section, then the change order and price quote are deemed approved, and the County shall pay the contractor the amount stated in the price quote upon the completion of the change order

ARTICLE 13 – CHANGE OF CONTRACT TIME

13.1 It is the Contractor's duty, responsibility and obligation to perform the Work in accordance with the Contract Documents within the authorized Contract Time. The Contractor shall not submit a CPM Baseline Schedule showing less time than the original contract time established in the Contract Documents. The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the **Construction Project Manager** within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the **Project Manager** within fifteen (15) calendar days after the occurrence, unless the **Construction Project Manager** allows additional time. All claims submitted by the **Contractor** for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond the **Contractor's** control or fault.

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

ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)

14.1 Neither the **County** nor the **Contractor** shall be considered to be in default of the Contract if delays in, or failure of performance, shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing

party. It includes, but is not limited to fire, flood, earthquakes, storms, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.1.1. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

14.1.2. The nonperforming party shall, within five (5) days after being prevented or delayed from performance by an Uncontrollable Force, deliver written notice to the other party particularly describing the circumstance and Uncontrollable Forces preventing its continued performance of the obligations of this Contract and a good faith estimate as to the anticipated duration of the delay.

ARTICLE 15 – WARRANTY AND GUARANTEE

15.1 Warranty and Guarantee

15.1.1. The **Contractor** warrants and guarantees to the **County** that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Construction Project Manager**. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in Article 16.

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

Article 16 – ACCEPTANCE OF DEFECTIVE WORK

16.1 Tests and Inspections

16.1.1. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested

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

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

16.2. Access to the Work

16.2.1 For the duration of the Work, the **Construction Project Manager** and their representatives, other designated representatives of the **County** and authorized representatives of any regulatory agency shall at all times be given access to the Work. The **Contractor** shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

16.3. Uncovering the Work

- 16.3.1. If any work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the **Construction Project Manager**, or if any work is covered contrary to the request of the **County Project Manager**, the work shall, if requested by the **Construction Project Manager** or the **County Project Manager**, be uncovered for observation, inspection, testing or approval and replaced at the **Contractor's** expense. If it is found that such Work is defective, the Contractor shall bear the expense of removal and replacement of the Work.

16.4. Stop Work

- 16.4.1. When work is defective or when the **Contractor** fails to supply sufficient skilled workmen, suitable material, suitable equipment, make prompt payments to Subcontractors for labor, material or equipment, or if the **Contractor** violates any provisions of these Contract Documents; the **County** may order the **Contractor** to stop the work until the cause for such order has been eliminated. However, this right of the **County** to stop the work shall not give rise to any duty on the part of the **County** to exercise this right for the benefit of the **Contractor** or any other party. The **Contractor**

shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

16.5. Correction or Removal of Defective Work

16.5.1. When directed by the **Construction Project Manager**, the **Contractor** shall promptly, without cost to the **County** and as specified by the **Construction Project Manager** either correct the defective work whether fabricated, installed or completed, or remove it from the site and replace it with non-defective work. If the **Contractor** does not correct such defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the **Construction Project Manager**, the **County** may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the **Contractor** or deducted from payment to the **Contractor**. The **Contractor** will also bear the expense of correcting or removing and replacing all work of others destroyed or damaged by the correction, removal or replacement of the defective work.

16.6. 16.6 Acceptance of Defective Work

16.6.1. 16.6.1 If, instead of requiring correction or removal and replacement of defective work, the **County** prefers to accept it, the **County** may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the **Contractor** shall pay to the **County** an appropriate sum to compensate for the defect in the work.

16.7. 16.7 Neglected Work by Contractor

16.7.1. 16.7.1 If the **Contractor** neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the **Construction Project Manager** may direct the **Contractor** to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment, working extended hours and additional days, all at no cost to the **County**, in order to put the Work back on schedule. If the **Contractor** fails to correct the deficiency or take appropriate corrective action, the **County** may terminate the contract or **Contractor's** right to proceed with that portion of work and have the work done by others. The cost of completion under such procedure shall be charged against the **Contractor**. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **County**.

16.7.2. 16.7.2 Should the **Contractor** work overtime, weekends or holidays to regain the schedule, all costs to the **County** of associated inspection, construction management and resident engineering shall be identified to the **Contractor** and the Contract Price reduced by a like amount via Change Order.

ARTICLE 17 – PAYMENT AND COMPLETION

17.1 Schedule of Values

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

17.2. Application for Progress Payment

Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers

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

County has made to **Contractor** for Work that has been satisfactorily completed; and (ii) execute and deliver to the **Construction Project Manager** a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers with its Application for Payment submitted in accordance with Subsection 16.2.1 above. If the **Contractor** has not made the required payments to all Subcontractors and Suppliers, but the **Contractor** has (a) demonstrated good cause (as reasonably determined by the **County**) for not making any required payment; (b) delivered written notice to the **County** and to the applicable Subcontractor or Supplier specifically stating why the **Contractor** has not paid the Subcontractor or Supplier its proportionate share of the progress payments that the **County** has made to the **Contractor** pursuant to the Contract, and (c) completed all other requirements and conditions precedent to the receipt of the requested progress payment, then the **County** will pay **Contractor** the progress payment in accordance with the Contract requirements.

17.3. Contractor's Warranty of Title

- 17.3.1. **Contractor** warrants and guarantees that title to the work, material and equipment covered by any Application for Payment, whether incorporated in the Work or not, will pass to the **County** no later than the time of payment, free and clear of all liens.

17.4. Approval of Payments

- 17.4.1. By signing and submitting an Application for Payment, the **Contractor** certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents. When the Contract contains Utility Work by the Roadway Contractor the **Contractor** shall prepare a separate Application for Payment for each utility participating in the Utility Work by the Roadway Contractor. The **Contractor** shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.
- 17.4.2. The **Construction Project Manager**, after receipt of each Application for Payment, will either indicate in writing a recommendation of payment and present the application to the **County**, or return the application to the **Contractor** indicating in writing the **Construction Project Manager's** reasons for refusing to recommend payment. In the latter case, the **Contractor** may make the necessary corrections and resubmit the application. The **County** shall make payment in accordance with F.S. 218.735.
- 17.4.3. The **Construction Project Manager's** recommendation of any payment requested in an Application for Payment will constitute a representation by the **Construction Project Manager** to the **County** based on the **Construction Project Manager's** review of the Application for Payment and the accompanying data and schedules, that to the best of the **Construction Project Manager's** knowledge, information and belief:

- a) The Work has progressed to the point indicated;

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

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

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

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

- a) The Work is defective;
- b) The Contract Price has been reduced by Change Order;
- c) The **County** has been required to correct defective work or complete work in accordance with Article 15;
- d) Claims have been filed against the **County** for which the **Contractor** may be liable; and/or

- e) The work was executed unsatisfactorily; the **Contractor** failed to clean up as required in Article 7 or the work is otherwise not in compliance with these Contract Documents.

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

17.5. Substantial Completion

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

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

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

- 17.5.4. Project Closeout and Payment of Retainage. In accordance with Section 255.077(4), Fla. Stat., within 20 business days after developing the Deficiency List, and after receipt of a proper invoice or payment request, the **County** shall pay the **Contractor** the remaining balance of the contract, including any remaining retainage withheld by the **County** pursuant to Section 255.078, Florida Statutes, less an amount equal to 150 percent of the estimated cost to complete the items on the Deficiency List.
- 17.5.5. Warranties. Warranties required by the Contract Document shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

17.6. Final Completion

- 17.6.1. To receive the Certificate of Final Completion, the **Contractor** must have completed and submitted the following within the authorized Contract Time: contract close-out documents such as **County** approved Certified As-built Survey Drawings and electronic files, final Application for Payment request including evidence of insurance and consent of surety to final payment, completed punch list, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 6.3, certificates of inspection, and any other outstanding items listed on the Certificate of Substantial Completion.
- 17.6.2. No final payment will be processed by the **County** until all required documentation by the **Contractor** has been accepted and approved by the **Construction Project Manager** and the **County**.
- 17.6.3. Notwithstanding any other provision of these Contract Documents to the contrary, the **County** and the **Construction Project Manager** are under no duty or obligation whatsoever to any vendor, material provider, subcontractor, laborer or other party to ensure that payments due and owing by the **Contractor** to any of them are or will be made. Such parties shall rely only on the **Contractor's** surety bonds for remedy of nonpayment by the **Contractor**. The **Contractor** agrees to defend and resolve all claims made by subcontractors, indemnifying the **County** and the **Construction Project Manager** for all claims arising from or resulting from subcontractor, supplier, material men or laborer services in connection with this project.
- 17.6.4. The **Contractor** will indemnify the **County** and **Construction Project Manager** for any damages sustained including lost revenues resulting from the **Contractor's** failure or refusal to perform the work required by these contract documents.
- 17.6.5. If, on the basis of the **Construction Project Manager's** observation of the Work during construction and final inspection, and the **Construction Project Manager's** review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the **Construction Project Manager** is satisfied that the Work has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Construction Project Manager** will, after receipt of the final Application for Payment, indicate in writing the **Construction Project Manager's** recommendation of payment and present the Application to the **County** for

payment. At the same time, the **Construction Project Manager** will also give written notice to the **County** and the **Contractor** that the Work is acceptable subject to the provision of 17.7. Otherwise, the **Construction Project Manager** will return the application to the **Contractor**, indicating in writing the reasons for refusing to recommend final payment, in which case the **Contractor** shall make the necessary corrections and resubmit the Application. Warranties required by the Contract Document shall commence on the date specified on the Certificate of Final Completion unless otherwise specified.

17.7. Waiver of Claims

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

17.7.2. The making and acceptance of final payment will constitute a waiver of all claims by the **County** against the **Contractor**, except claims arising from unsettled liens from defective Work appearing after final inspection pursuant to 17.5; from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; or from the **Contractor's** continuing obligations under the Contract Documents.

ARTICLE 18 - SUSPENSION OF WORK AND TERMINATION

18.1 Suspension of Work

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

18.2. Termination for Cause

18.2.1. Upon the occurrence of any one or more of the following events by the **Contractor**:

(a) fails to begin the work under the Contract within the time specified in the Notice to Proceed;

(b) fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;

(c) performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the **County Project Manager** rejects as unacceptable and unsuitable;

(d) discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the **Construction Project Manager** notifies the **Contractor** to do so;

(e) becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;

(f) allows any final judgment to stand against him unsatisfied for a period of ten calendar days;

(g) makes an assignment for the benefit of creditors;

(h) fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;

(i) fails to comply with the **Construction Project Manager's** written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or

(j) for any other cause whatsoever, fails to carry on the Work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the **County**;

(k) fails to comply with the provisions of Chapter 119 of the Florida Statutes;

(1) If the **Contractor** disregards laws or regulations of any public agency having jurisdiction;

(m) If the **Contractor** disregards the authority of the **Construction Project Manager** or the **County Project Manager**; or

(n) If the **Contractor** otherwise violates in any substantial way any provisions of the Contract; if the **Contractor**, within a period of ten (10) calendar days after receiving written notice from the **County** delivered to the **Contractor** and the Surety specifying the default(s) as described in subparagraphs (a) through (n) above, fails to correct the conditions of which complaint is made, the **County** will have full power and authority, without violating the Contract, to take possession of the Work out of the hands of the **Contractor** and to declare the **Contractor** in default.

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

18.3. Termination for Convenience

18.3.1. The **County** may terminate the entire Contract or any portion thereof, if the **County** determines that termination is in its best interest. The **County** will deliver to the **Contractor** written notice of termination specifying the extent of termination and the effective date. When the **County** terminates the entire Contract, or any portion thereof, before the **Contractor** completes all items of Work in the Contract, the **County** will make payment for the actual number of units or items of Work that the **Contractor** has

completed, at the Contract unit price, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The **County** will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts). The **County** will consider reimbursing the **Contractor** for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that the **Contractor** has completed is too small to compensate the **Contractor** for these expenses under the Contract unit prices. The **County** may purchase at actual cost acceptable materials and supplies procured for the work, that the **County** has inspected, tested, and approved and that the **Contractor** has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as the **County** may designate. Termination of a contract or a portion thereof, under the provisions of this article, does not relieve the **Contractor** or the surety of its responsibilities for the completed portion of the Contract or its obligations for and concerning any just claims arising out of the work performed. All **Contractor** claims for additional payment, due to the **County's** termination of the entire Contract or any portion thereof, must meet the requirements of Article 12.

18.4. Completion of Work by County

- 18.4.1. Upon declaration of default, the **County** will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the Work in an acceptable manner. The **County** will charge all costs that the **County** incurs because of the **Contractor's** default, including the costs of completing the Work under the Contract, against the **Contractor**. If the **County** incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the **Contractor** and the surety shall be liable and shall pay the **County** the amount of the excess. Such costs incurred by the **County** shall be verified by the **Construction Project Manager** and incorporated in a Change Order but in finishing the work the **County** shall not be required to obtain the lowest figure for the work performed. The **Contractor's** obligation to pay the difference between such costs and such unpaid balance shall survive termination of the Contract. If, after the ten (10) day notice period and prior to any action by the **County** to otherwise complete the work under the Contract, the **Contractor** establishes his intent to complete the Work in accordance with the **County's** requirements, then the **County** may allow, in its sole discretion, the **Contractor** to resume the Work, in which case the **County** will deduct from any monies due or that may become due under the Contract, any costs to the **County** incurred by the delay, or from any reason attributable to the delay.

ARTICLE 19 – DISPUTES / CLAIMS

19.1 The **Contractor** shall notify the **County** in writing of all disputes / claims arising under this Contract or its interpretation whether involving law, fact or both, or extra work, and all claims for alleged breach of contract within fourteen (14) calendar days of the commencement of the dispute. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope.

19.1. When submitting a claim, the **Contractor** shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the **Contractor's** best knowledge and belief, and that the amount of the claim accurately reflects what the **Contractor** in good faith believes to be the **County's** liability. Such certification must be made by an officer or director of the **Contractor** with the authority to bind the **Contractor**. In the meantime, the **Contractor** shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within fourteen (14) calendar days of its commencement, the claim will be considered only for a period commencing fourteen (14) calendar days prior to the receipt by the **County** of notice thereof. Each decision by the **County** will be in writing and will be mailed to the **Contractor** by registered or certified mail, return receipt requested, directed to the **Contractor's** last known address.

19.2. If the **Contractor** does not agree with any decision of the **County**, the **Contractor** shall be required to seek, prior to instituting any action in a court of law, mediation by a certified circuit court civil mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) calendar days of the request for mediation, said mediator will be chosen by the **Contractor**. Any mediation will be held in Polk County, unless otherwise agreed to by the **County** in its discretion. The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties, if the mediator is agreed upon, and by the **Contractor** if agreement on the mediator cannot be reached. If the **Contractor** does not agree with any decision of the **County**, or the mediation is unsuccessful, the **Contractor** shall in no case allow the dispute to delay the Work but shall notify the **County** promptly that the work is proceeding under protest and that the matter in question may be expected from the final releases.

ARTICLE 20 – MISCELLANEOUS

20.1 Limitation of Liability

20.1.1. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

20.2. Severability

20.2.1. The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract; any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the

Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

20.3. Waiver

20.3.1. A waiver by either the **County** or the **Contractor** of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Contract. Except as otherwise stated in Section 17.7, the making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Contract shall not waive such default or breach, or any subsequent default or breach of this Contract, and shall not be construed as doing so.

20.4. Governing Law and Venue

20.4.1. This Contract shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

20.5. Attorneys' Fees and Costs

20.5.1. Each party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Contract, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

20.6. Non-Discrimination

20.6.1. The **Contractor** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

20.7. Public Entity Crimes

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

20.8. Survival of Representations and Warranties

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

ARTICLE 21-Unauthorized Alien(s):

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

ARTICLE 22 – PERFORMANCE EVALUATION

22.1 Contractor Evaluation

- 22.1.1. The **Contractor's** performance should be evaluated during and after completion of the project.

ARTICLE 23 – ALLOWANCES

23.1 Allowance Work

- 23.1.1. When the **County** determines, at its sole discretion, that it wishes to include an Allowance in the Contract, said amount shall be included in the Contract Price, Article 2 of the Contract (Part E).
- 23.1.2. Allowance Work, in the amount of five percent (5%) of the construction contract bid amount or \$250,000, whichever amount is less, will be included in the contract price. No individual Allowance Work authorization greater than \$100,000 shall be effective without the prior approval of the Board of County Commissioners. The Contract Work and all Allowance Work shall be performed in full compliance with all requirements of the Contract Documents. The sum of all approved Allowance Work performed pursuant hereto shall not exceed the amount of the Allowance. When all Work has been completed under this contract any balance of the original Allowance remaining at the completion of all work shall be deducted from the contract price by an approved change order.
- 23.1.3. The number of calendar days specified in the construction contract for performance of the contract work shall include a total time allowance of no more than 60 days or fifteen percent (15%) of the time specified at the time contract award for final completion of the project, whichever is less, for performance of Allowance Work. When all work has been completed under this contract any time set aside for Allowance Work

remaining at the completion of all work shall be deducted from the contract time by an approved change order.

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

23.1.5. All changes and time for Allowance Work must be pre-approved in writing by the County Manager or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the price for the Allowance Work and the time, if any, allocated for performance of the Allowance Work, as well as containing the authorizing signature of the County Manager or his designee. The **Contractor** shall not be authorized to perform any Allowance Work without the required AAR.

ARTICLE 24 – ANNUAL APPROPRIATIONS

24.1 Appropriations

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

ARTICLE 25 – PUBLIC RECORDS LAW

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

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

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

**RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET**

ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER

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

ARTICLE 27 – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

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

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this

Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

ARTICLE 28 - Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

- (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
- (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
- (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
- (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

- (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

SPECIAL CONDITIONS

The County reserves the right to direct purchase any tangible personal property item of the bid in order to save the sales tax on the selected item, which may include equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major items. When the County exercises this option the following procedures shall be used for ordering, receiving, and paying for the Owner Direct Purchase (ODP) item.

BID PRICES

The bid must include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

ORDERING

The items selected would be purchased directly from the suppliers the contractor used to submit their bid to the County and therefore made a part of the construction contract executed with the County.

The Contractor shall fully cooperate with the County, providing information for the preparation of County issued purchase orders for these ODP's, monitoring deliveries, and approving invoices.

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

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

EXPEDITING

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

RECEIPT

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

BILLINGS/PAYMENTS

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

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

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

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

OTHER CONSIDERATIONS

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

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

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

REDUCTION

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

SALES TAX SAVINGS FORM

CONTRACT # _____

DESCRIPTION OF PROJECT _____

| Materials | (1) Amt in Contract | (2) Sales Tax | (3) Net Amt for Purchase |
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- (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

Rock Ridge Rd Bridge 164138 Replacement
County Project No. 5400263

1. PROJECT DESCRIPTION, PROJECT LOCATION & SCOPE OF WORK

- 1.1. Description: The project includes the construction of a new 40 FT Geosynthetic Reinforced Soil (GRS) Integrated Bridge System (IBS) single span over Rock Ridge Ditch along Rock Ridge Road, in Lakeland. The construction of immediate approaches to the bridge and improvements to the adjacent ditches and driveways. Existing utilities will be required to relocate and/or adjust as needed.
- 1.2. Location: From Bartow head North on Broadway Ave/US-98 N for 13 miles. Next, turn right on N Florida Ave/US 98 N for 10.9 miles. Finally, turn east onto Roch Ridge Road and go 0.8 miles. All distances are approximate.
- 1.3. Scope of Work: Work includes, but is not limited to, bridge construction, roadway construction including erosion control, clearing and grubbing, excavation, embankment, stabilization, curb, drainage, retaining walls, and maintenance of traffic.
- 1.4. The CADD files are available upon request. The data within the CADD files is subject to change and it is the contractor's responsibility to request updates when necessary. Should the contractor choose to generate information from the CADD files, other than that which is shown on the signed and sealed plans, the contractor does so at its own risk.
- 1.5. Estimated construction cost is \$2,121,000.00 with 180 days until final completion.

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: Minor Bridges; Drainage; Pavement Marking; Roadway; signing.
- 2.2. Contractor must have been in business under the same name or EIN number for a minimum of 3 years.
- 2.3. The Successful bidder must possess or purchase a Polk County Local Business Tax Receipt (f/k/a Business License) to do business with the County. A copy of such license or proof of purchase must be provided to the Procurement Division prior to award being made.
- 2.4. Contractor must provide 3 references from clients in which the bidder has successfully completed projects similar in scope as the prime bidder, within the past 5 years. Each reference should include:
 - Name of the client
 - Address of the client
 - Contact person to include:
 - Phone number and email address
 - Brief description of the project.
 - Project address
 - Date project completed.
 - List of all subcontractors used for project.

References should be submitted with the Bid or must be submitted by the apparent lowest responsive bidder within three (3) business days of request and prior to award. The County reserves the right to contact and verify all references provide.

- 2.5. Percentage of Work: The prime contractor shall perform a minimum of 40% of all work contained within the scope of work as outlined in the bid documents and special conditions, with the exception of signalization. This percentage of work requirement does not include the furnishing of materials or equipment in the construction, if not installed by the primary contractor.

3. BASIS OF AWARD

- 3.1. Lowest responsive and responsible bidder meeting qualifications and specifications for the work.
- 3.2. A 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 may be conducted with the County, EOR, Construction Project Manager and the apparent low bidder. This pre-award meeting may be conducted to verify the bid schedule submitted by the apparent low bidder and to confirm the apparent low bidder can perform the required services according to the bid document. If at the conclusion of the pre-award meeting, it has been determined and agreed upon the apparent low bidder cannot perform the services accordingly, the County reserves the right to deem the apparent 1st low bidder as non-responsible and continue the bid analysis phase with the apparent 2nd low bidder.

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

4. PERMITS

- 4.1. The Following permits have been acquired by the County for the project:
 - USACE – Permit No.: SAJ-2024-01169 (NWP-CPC)
- 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 center line of road, every 100 feet.
 - 6.1.9. Install new roadway alignment control points upon final roadway completion. Include all intersections and side streets. Latitude, departure and elevations for all control points.
 - 6.1.10. Stations and offsets, all structures (including power poles, drainage structures, etc.)
- 6.2. "FDOT": Means the Florida Department of Transportation.
- 6.3. "Inspector": Means the Professional's person designated as an agent or representative of the County to perform construction inspection.
- 6.4. "Plans": Means certified construction drawings prepared by the Engineer of Record (EOR).
- 6.5. "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.

- 6.6. "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.

7. GENERAL

- 7.1. The Contractor is solely responsible for all work called for in the Contract Documents according to the terms of the Contract Documents and this responsibility cannot be transferred to subcontractors.
- 7.2. The hierarchy of authority for this contract shall be:
- First (Highest): Polk County Director of Roads and Drainage
 - Second: Polk County Project Manager
 - Third: Construction Project Manager
- 7.3. No work shall be performed under the provisions of this contract on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the Contractor and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the Construction Project Manager prior to the associated work being performed. The Contractor shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.
- 7.4. Upon execution of the Contract, the County reserves the right to conduct an audit of the Contractor's records pertaining to the project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter.

8. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

- 8.1. When the Standard Specifications, Special Provisions, Supplemental Specifications or Technical Special Provisions refer to:
- 8.1.1. "The Engineer" in the role of construction inspection and construction management, this term is the same as "Construction Project Manager" as defined in the Contract Documents.

- 8.1.2. "The Department" or "FDOT" in the role of owner of the project, the interpretation of the document shall be that the reference is to the County as the owner of the project.
- 8.1.3. "State Road," it shall mean any public roadway.
- 8.1.4. "The Department's acceptance tests," it shall mean the tests adopted by the County.
- 8.1.5. "The District and/or Central Labs," it shall mean the Contractor's testing subcontractor authorized by the County.
- 8.2. 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 9-2.1.2 Bituminous Material shall apply to this contract.
- 8.5. FDOT Standard Specification Section 5-1.4 Shop Drawings shall apply to this contract.
- 8.6. FDOT Standard Specification Section 5-7 Engineering and Layout shall apply to this contract.

9. CONSTRUCTION PROGRESS SCHEDULE

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

10. TESTING AND INSPECTIONS

- 10.1. The Contractor is responsible for all required testing on the project except when the Contract Documents, laws, ordinances, rules, regulations or orders of any

public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Contractor. For these inspections and testing, the Contractor shall give the County 48-hours notice to prepare for the required inspections or testing. All such inspections, tests or approvals performed by the County shall be identified in writing by the Construction Project Manager to the Contractor as well as the name of the testing facility that will be performing the inspections and testing.

- 10.2. Except as described above, all inspections, tests or approvals shall be at the Contractor's expense and shall be included in the unit cost for the appropriate pay item. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the Contractor will furnish the Construction Project Manager with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the Construction Project Manager and at the Contractor's expense.
- 10.3. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. With the exception of Asphalt Plant, The Construction Project Manager's staff is responsible for required verification testing on the project and will coordinate this work with the Contractor's Quality Control Manager. If there is a discrepancy between the contractor's quality control test and the Construction Project Manager's verification test, and if either one of the tests fail to meet minimum Specification requirements, both parties will jointly take a split resolution sample and deliver the sample to a pre-determined, independent testing lab contracted by the County. The independent testing lab will not be the same lab providing verification testing services for the County. The results from the independent resolution lab shall be used and accepted by both parties as the final testing results representing the portion of material in question.

11. MATERIALS

- 11.1. The Contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County immediately upon delivery or as soon thereafter as is practical.
- 11.2. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the Contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

12. WORKSITE VISIBILITY

- 12.1. No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Contract time extensions for substandard visibility shall be assessed according to Article 13 of the General Conditions.

13. FIELD OFFICE

- 13.1. 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.

18. HISTORICAL AND ARCHAEOLOGICAL

- 18.1. If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty according to the General Conditions.

19. EMERGENCIES

- 19.1. In the event of an emergency, the Contractor shall immediately notify the County and the Construction Project Manager.

20. CONTAMINATION

- 20.1. Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

21. SAFETY

- 21.1. The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.
- 21.2. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc. (Sunshine 811), at 811 or 1-800-432-4770 or www.sunshine811.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the Contractor provide notification according to the procedures of the F.S. Chapter 556.

22. WORK AREA CLEAN-UP REQUIREMENTS

- 22.1. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.
- 22.2. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the County at substantial completion of the Work.

23. WORK STOPPAGE

- 23.1. From time to time, it may be necessary for the Contractor to stop a portion of the work or all work to accommodate a civic function. If the Contractor will be required to stop work, the Construction Project Manager shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the Contractor and the Construction Project Manager shall agree to and document the number of additional Days to be added to the Contract Time to accommodate the requested work stoppage.

24. VIDEO RECORDS

- 24.1. Pre-Construction Video Record: Before beginning mobilization activity, the Contractor shall video record the existing conditions in the project area before the start of any construction activity. The video recording shall document the condition of all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction. The video recording shall be delivered to the County / Construction Project Manager 14 days prior to the start of any construction activity for review and approval.
- 24.2. Post-Construction Video Record: In addition to the video recording requirements of FDOT Standard Specification 430-4.8, within ten (10) calendar days after the date of final completion the Contractor shall video record the finished project. The video recording shall document the condition of the finished construction project, all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction.
- 24.3. All video records shall be delivered to the County / Construction Project Manager on digital video disk (DVD) in a format compatible with Microsoft Media Player and labeled with the project number, project name, date and subject, and the name, address and telephone number of the Contractor and the company responsible for recording the video record. The cost for the Pre-Construction Video Record, Post-Construction Video Record and the required DVD copies shall be included in the lump sum bid unit price for 101-1 Mobilization.

25. Application for Progress Payment

- 25.1. By signing and submitting an Application for Payment the Contractor certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents.

- 25.2. When the Contract contains Utility Work by Highway Contractor the Contractor shall prepare a separate Application for Payment for each utility participating in the Utility Work by Highway Contractor. The Contractor shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.
- 25.3. In addition to the requirements of General Conditions 17.6 and 17.7, the final completion and waiver of claims will not be accepted by the County until the Certified As-Built Survey Drawings have been reviewed and accepted by the County and the required number of sets of the accepted Certified As-Built Survey Drawings and electronic files, and the Certificate of Final Completion have been received by the County.
- 25.4. Each Application for Payment submitted by the Contractor shall include a copy of all invoices for stored materials and the materials certifications for all materials stored or used in the work that is included in said Application for Payment.

26. LIQUIDATED DAMAGES

- 26.1. The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.
- 26.2. Should the Contractor request and be granted additional time to reach substantial completion via change order(s), the last revised date shall be the date used to calculate the time from which liquidated damages will be assessed.
- 26.3. Applicable liquidated damages are the amounts established in FDOT Specification 8-10.2 Amount of Liquidated Damages

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 \$200,000.00 in contingency funds. The contingency funds are for one category. The County shall approve charges against contingencies prior to invoicing. Any established unit prices shall prevail. If there are no unit prices established for the work, then the Contractor shall be reimbursed as defined in the General Conditions. The contingency funds will be used for actual work (time and materials). The contingency funds will not be used for any delay cost but may only be used for unforeseen conditions as determined by and agreed to by the County. The project contingencies have been defined as follows:

28.1.1. Roadway: \$200,000.00.

29. DEFAULT AND REMEDY

- 29.1. 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.

30. PROCUREMENT OF RECOVERED MATERIALS

- 30.1. 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—

30.1.1. Competitively within a timeframe providing compliance with the contract performance schedule;

30.1.2. Meeting contract performance requirements; or

30.1.3. At a reasonable price.

- 30.2. 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>.

31. NO OBLIGATION BY FEDERAL GOVERNMENT

- 31.1. 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.

32. PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENT OR RELATED ACTS

- 32.1. 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.

33. MISCELLANEOUS

- 33.1. Workdays are defined as Monday through Friday from 7 AM to 6 PM unless otherwise agreed upon by the County.
- 33.2. The Contractor shall utilize E-Verify. The use of E-Verify is mandatory on this project.

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

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

ATTENTION BIDDERS

The Successful Bidder must register in our new Vendor Database if you have not already done so prior to award of this bid. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

<https://www.polk-county.net/business/procurement/vendor-information/>

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

Part C – BID SUBMITTAL
(Unit Price)

NAME OF PROJECT: BID #26-003, Rock Ridge Road Bridge Replacement

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

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

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

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

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

1. **BID PRICE** \$ _____
(Note: This total represents the sum of the unit prices on Excel Bid Sheet.)

WRITTEN AMOUNT (SPELL OUT)

_____ DOLLARS
_____ CENTS
2. **CONTRACT TIME TO COMPLETE THIS PROJECT** _____ 180 _____ CALENDAR DAYS
3. **NAME OF BIDDER:** _____
(typed or printed: firm, corporation, business or individual)

CONTRACTOR'S LICENSE NUMBER (Copy of License Attached)

State Certification Number

Individual's Name (Print or Type)

Polk County Registration Number

Individual's Name (Print or Type)

Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

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

Addendum No. _____ Date ____

Addendum No. _____ Date ____

Addendum No. _____ Date ____

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

Submittal Date _____
(Bid Receiving Date)

BIDDER: _____

BY: _____
(Authorized Signature – in ink)

(Printed Name of Signer)

(Printed Title of Signer)

Address City State Zip Code

Telephone Number

Email Address

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

Subscribed and sworn to (or affirmed) before me this _____ (Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

Subscribed and sworn to (or affirmed) before me this _____ (Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

sworn to (or affirmed) before me this _____ (Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART D – EXHIBITS

EXHIBIT I

BID BOND

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

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

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

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

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

ATTEST:

Witness

Witness

PRINCIPAL: _____

BY: _____ (SEAL)
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

ATTEST:

Witness

Witness

SURETY: _____
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Printed Name

Business Address

NOTES:

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

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

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

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

OWNER ADDRESS: 330 West Church Street

Bartow, FL 33880

OWNER PHONE NO: 863-534-6757

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

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: _____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION
OF PROJECT: _____

PROJECT LOCATION: _____

PUBLIC CONSTRUCTION BOND

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

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

ATTEST:

Witness

Witness

ATTEST:

Witness

Witness

PRINCIPAL: _____

BY: _____ (SEAL)
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

SURETY: _____
Printed Name

BY: (SEAL)
Attorney in Fact

Printed Name

Business Address

**EXHIBIT III
PAYMENT OF STORED MATERIALS**

As regards payment for stored materials on Bid #26-003, 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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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

- Signed _____

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission expires _____

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

- Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20_____

(Title)

My Commission expires _____

EXHIBIT VI

**AFFIDAVIT OF PERCENTAGE OF WORK
BID # 26-003**

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 # 26-003.
- 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

| Work Activity | Firm performing work | Classification | | | | | | | | | | | | | | % of Total | |
|------------------------|----------------------|-----------------|---|-------------------|---|------------------|---|-------------------|---|------------------------|---|-----------------|---|-----------------------|---|------------|-------|
| | | Caucasian, Male | % | Caucasian, Female | % | African American | % | Hispanic American | % | Asian Pacific American | % | Native American | % | Asian Indian American | % | | Total |
| Maintenance of traffic | | | | | | | | | | | | | | | | | |
| Signing | | | | | | | | | | | | | | | | | |
| Pavement markings | | | | | | | | | | | | | | | | | |
| Asphalt | | | | | | | | | | | | | | | | | |
| Clearing & Grubbing | | | | | | | | | | | | | | | | | |
| Misc 1 | | | | | | | | | | | | | | | | | |
| Misc 2 | | | | | | | | | | | | | | | | | |

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

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

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

| | <u>Division of Work</u> | <u>Results of Good Faith Effort</u> |
|----|-------------------------------|-------------------------------------|
| 1. | <hr/> <hr/> <hr/> <hr/> <hr/> | <hr/> <hr/> <hr/> <hr/> <hr/> |
| 2. | <hr/> <hr/> <hr/> <hr/> <hr/> | <hr/> <hr/> <hr/> <hr/> <hr/> |
| 3. | <hr/> <hr/> <hr/> <hr/> <hr/> | <hr/> <hr/> <hr/> <hr/> <hr/> |
| 4. | <hr/> <hr/> <hr/> <hr/> <hr/> | <hr/> <hr/> <hr/> <hr/> <hr/> |
| 5. | <hr/> <hr/> <hr/> <hr/> <hr/> | <hr/> <hr/> <hr/> <hr/> <hr/> |

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

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

General:

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

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

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

EXHIBIT VIII
EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

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

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

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

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

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

Contractor's Name: _____
Address: _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

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

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

Printed Name

Title

Signature

Date

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

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

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

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

Bidders Signature

Date

EXHIBIT X

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

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

Dated this _____ day of _____, 20 ____

Name of Firm _____

By _____

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This day of_, 20 _____

Notary Public: _____

My Commission Expires: _____

GENERAL CONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT

**Exhibit
IX**

TO: POLK COUNTY BOARD OF COUNTY COMMISSIONERS

Application Date:

Page _____ of _____ page _____

CONTRACTOR:
REMIT TO:

Application No.:

Contract No.:

REMIT TO:

1

PO No.:

PROJECT:

Period From:

To:

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

| CHANGE ORDER SUMMARY | | | | |
|-----------------------------------|---------------|---------------|----------|-----------|
| Change Orders approved this month | | Date Approved | ADDITION | DEDUCTION |
| Number | TOTAL | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | \$ - | \$ - |
| Approved in previous months | | | | |
| Number | Date Approved | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | \$ - | \$ - |
| TOTALS | | TOTALS | | |
| | | | \$ - | \$ - |
| Net change by Change Orders | | | | |
| | | | \$ - | \$ - |

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 +/- 2)
4. TOTAL COMPLETED & STORED TO DATE

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:

State of:

County of:

day of _____, 20____

Date _____

[illegible]

EXHIBIT XII
CONTRACTOR CERTIFICATION OF
DISBURSEMENT OF PREVIOUS PROGRESS PAYMENT TO SUBCONTRACTORS

PROJECT: _____ DATE _____

_____ CONTRACT NO. _____
_____ PROGRESS PAYMENT NUMBER: _____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by the County for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:

The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

| | |
|---|---|
| <p>_____ Subcontractor or Supplier Name</p> <p>_____ Street Address</p> <p>_____ City, State and Zip</p> <p>State of Florida County of _____ Sworn to and subscribed before me this _____ day of _____ by _____</p> <p>_____ (Print name of authorized person signing Certification)</p> <p>_____ (Notary Public) Commission Expires</p> <p>Personally known _____ OR Produced Identification _____</p> <p>Type of Identification Produced _____</p> | <p>_____ Subcontractor or Supplier Name</p> <p>_____ Street Address</p> <p>_____ City, State and Zip</p> <p>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.</p> <p>_____ Contractor</p> <p>_____ By</p> <p>_____ Title</p> |
|---|---|

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.
2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.
3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.
4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.
5. A separate Certification is required for each Contract the Contractor has with the County.

TN08/2010

EXHIBIT XIII
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: _____ County's Project No.: _____
Contract No: _____ Contract Date: _____
Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on _____. This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents.

Once all punch list items are complete, a list of closeout documents to be completed and corrected is attached hereto for final completion of Contract requirements. This list may not be all-inclusive; and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items on the list shall be completed or corrected by the Contractor within ____ calendar days of the above date of substantial completion.

This Certificate does not constitute an acceptance of the Work that has not been completed in accordance with the Contract Documents; nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents. Signatories agree the project is substantially complete as of the date established herein and that the project can and will function as intended and that the attached list represents deficient items requiring correction/completion prior to final completion and that this list may be amended by the Professional or County to add any other items to bring the Work in compliance with the Contract Documents. If the list is amended a reasonable time shall be given to complete the items added.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

(Typed Name & Title)

Date: _____

Professional: _____
(Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XIV
CERTIFICATE OF FINAL COMPLETION

Project: _____ County's Project No.: _____

Contract No.: _____ Contract Date: _____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on _____. This Certificate of Final Completion applies to all Work under the Contract Documents. The warranty period shall begin on the date established herein.

All closeout documents have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Contractor retains responsibility and obligation to the County for warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

(Typed Name & Title)

Date: _____

Professional: (Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT 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 |
|----------|------------------|---------------------------|--|--|---------------------------|
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| TOTAL: | | | | | |

**EXHIBIT XVI
ALLOWANCE AUTHORIZATION RELEASE (AAR)**

PROJECT:

**POLK COUNTY
BOARD OF COUNTY COMMISSIONERS
BARTOW, FLORIDA 33830**

**AAR NUMBER:
CONTRACT NO.:
CONTRACTOR:**

ARCHITECT/ENGINEER:

**DESCRIPTION OF
ALLOWANCE WORK:**

Reason for change:

***Not valid until signed by the County, Architect/Engineer and Contractor.**

Amount of Allowance Authorization included in this Contract is \$
Amount of Allowance Authorization used to date \$
Amount of Allowance Authorization used this AAR \$
Balance of remaining AAR \$

Original Contract Time days
Amount of the Allowance Authorization time included in this Contract is days
Amount of Allowance Authorization time used to date days
Amount of Allowance Authorization time used this AAR days
Balance of remaining Allowance Authorization Time is days
Date of substantial completion therefore is days

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONTRACTOR: _____

COUNTY: _____

Date: _____

Department Director
Date: _____

ARCHITECT/ENGINEER: _____

Date: _____

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

CHAIRMAN

Date: _____

PROJECT:
BID 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 # 26-003

Contractor

Signature

Printed Name of Signer

Date

EX XVIII

**EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: **26-003**

PROJECT NAME: **Rock Ridge Road Bridge Replacement**

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

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

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

Company Name: _____

| | | |
|-----------------|-------------|------------|
| Signature _____ | Title _____ | Date _____ |
|-----------------|-------------|------------|

STATE OF: _____

COUNTY OF: _____

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

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

EXHIBIT XX
STATEMENT OF NO BID

If submitting a "NO BID", Bidder shall return this form to the Polk County Board of County Commissioners Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: for the following reasons:

____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).

____ Insufficient time to respond to invitation for bid.

____ We do not offer this product or service.

____ Our schedule would not permit us to perform.

____ Unable to meet specifications.

____ Unable to meet bond or insurance requirements.

____ Specifications unclear (please explain below).

____ Other (please specify below).

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

Typed Name and Title

Signature

Company

Address

Telephone Number

Date

EX XX

Transportation Division

Jay M. Jarvis, P.E.
Director

EXHIBIT XXI – Lane Closure



Board of County Commissioners

3000 Sheffield Road
Winter Haven, Florida 33880

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

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION:

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

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

Attach Map and/or Detour

Reviewed by:

Approved by:

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

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

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

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

Equal Opportunity Employer

Roads & Drainage Division

Jay M. Jarvis, P.E.
Director

EXHIBIT XXII – Road Closure



3000 Sheffield Road
Winter Haven, Florida 33880

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

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR CLOSURE:

ROAD CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION:

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

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION:

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

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

Attach Map and/or Detour

Reviewed by:

Approved by:

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

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

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

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

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

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

**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)

SCRUTINIZED COMPANIES CERTIFICATION

EXHIBIT XXIV

(Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid 26-003

PROJECT NAME: Rock Ridge Road Bridge Replacement

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

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

Executed this _____ day of _____, 202__.

ATTEST:

a corporation

By: _____

PRINTED NAME: _____

Its: _____

By: _____

PRINTED NAME: _____

Its: _____

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

EXHIBIT XXV

(Florida Statutes, Section 448.095)

PROJECT NAME: _____

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

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

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 2025.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

CONTRACTOR:

By: _____

PRINTED NAME: _____

Its: _____

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

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

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

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

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

Further Affiant sayeth naught.

NONGOVERNMENTAL ENTITY

SIGNATURE

PRINT NAME

TITLE

DATE

PART E
CONTRACT

This Contract is entered into as of the date last executed, (the "Effective Date), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and _____, its successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

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

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

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

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

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

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Final Completion within _____ calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are _____ days. The allowance time for this project is _____ days.

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

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

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

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

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

ATTEST: STACY M. BUTTERFIELD, CLERK

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

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

County Attorney's Office

Date

ATTEST:

Corporate Secretary

CONTRACTOR: _____

BY: _____
Authorized Corporate Officer or Individual

SEAL

(Printed or Typed Name of Signer)

(Printed or Typed Title of Signer)

(Business Address of Contractor)

(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

(Official Notary Signature and Notary Seal)

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

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

(Official Notary Signature and Notary Seal)

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

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

(Official Notary Signature and Notary Seal)

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

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) by _____ (Name of acknowledging partner or agent) on behalf of _____ a partnership.

He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date)

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART F

CONSTRUCTION PLANS, TECHNICAL REPORTS & SPECIFICATION PACKAGE

October 24, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1 BID# 26-003

ROCK RIDGE RD BRIDGE REPLACEMENT

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

Contained within this addendum: questions and answers received.

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 26-003
ROCK RIDGE RD BRIDGE REPLACEMENT
ADDENDUM #1

Question 1: Who will perform the inspection services, Polk County or a consultant?

Answer: The County is planning to use the services of RS&H for inspection and testing.

Question 2: Has the US Army Corps of Engineers permit been extended permit says work to be completed by 3-14-2026?

Answer: No, the USACE permit has not been extended. The County will request a time extension after a construction schedule has been established.

Question 3: What permits are required for the contractor to obtain?

Answer: Please refer to the NPDES Construction Generic Permit requirements.

Question 4: Does local preference apply to this project?

Answer: Yes. Please see page 17 #29.0 Local Preference of the bid package.

Question 5: When is the expected start date for construction?

Answer: Construction is anticipated to begin in January of 2026.

Question 6: Does this job include any grant/federal funds or Davis Bacon requirements?

Answer: No.

Question 7: Will the contractor be required to provide a QC manager?

Answer: Yes, the contractor is responsible for QC. Please refer to page 80 Section 8.3 of the Supplemental Conditions of the bid package.

Question 8: Please confirm normal removal methods/equipment for extraction of the "temporary critical walls" will not damage or cause stabilization/settlement issues with the GRS-IBS abutments or advise if these "temporary critical walls" are to remain in place (permanently) and be cutoff below the subgrade?

Answer: Please review the contract plans pertaining to the critical temporary sheet pile walls, including the removal note specified on the Construction Sequence (2 of 3) sheet. The contractor is responsible for determining their means and methods of removal, ensuring that no damage and stabilization/settlement issues occur to the GRS-IBS abutments.

Part C – BID SUBMITTAL
(Unit Price)

NAME OF PROJECT: BID #26-003, Rock Ridge Road Bridge Replacement

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

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

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

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

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

- | | | |
|--|--|------------------------|
| 1. | BID PRICE (Note: This total represents the sum of the unit prices on Excel Bid Sheet.) | \$ <u>2,123,282.00</u> |
| WRITTEN AMOUNT (SPELL OUT) | | |
| <u>two Million One hundred twenty three thousand two hundred 82</u> | | DOLLARS |
| <u>zero</u> | | CENTS |
| 2. CONTRACT TIME TO COMPLETE THIS PROJECT <u>180</u> CALENDAR DAYS | | |
| 3. NAME OF BIDDER: <u>Timmons Contracting Inc dba Louin Construction</u> (typed or printed: firm, corporation, business or individual) | | |

CONTRACTOR'S LICENSE NUMBER

(Copy of License Attached)

CGC1512190 & CGC1224512
State Certification NumberTroy Timmons
Individual's Name (Print or Type)2608429
Polk County Registration NumberTroy Timmons
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. 1 Date 10/24/25

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.

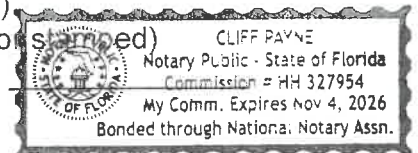
Submittal Date 11/5/2025
(Bid Receiving Date)BIDDER: Timmons Contracting, Inc dba Louvin ConstructionBY: [Signature]
(Authorized Signature – in ink)Troy Timmons
(Printed Name of Signer)President
(Printed Title of Signer)6704 33rd St E Bradenton FL 34203
Address City State Zip Code941-755-4312
Telephone Numbertroy@louvinconstruction.com
Email Address

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____
The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Manatee
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11/5/2025 (Date) by Troy Timmons (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 4th (Date) November 2025 _____ (Official Notary Signature and Notary Seal) CLIFF PAYNE (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 _____

Bid 26-003 Bid Sheet

| A. ROADWAY/DRAINAGE ITEMS | | | | | | |
|--|-------------|--|-------|----------|--------------|-----------------|
| No. | ITEM NO. | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL |
| 1 | 102-3 | COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE | CY | 9.1 | \$ 270.00 | \$ 2,457.00 |
| 2 | 0102-60 | WORK ZONE SIGN | ED | 4200 | \$ 0.28 | \$ 1,176.00 |
| 3 | 0102-71-15 | TEMPORARY BARRIER, F&I, ANCHORED | LF | 200 | \$ 46.00 | \$ 9,200.00 |
| 4 | 103-71-16 | TEMPORARY BARRIER, F&I, FREE STANDING | LF | 300 | \$ 43.00 | \$ 12,900.00 |
| 5 | 102-74-1 | CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD | ED | 6366 | \$ 0.16 | \$ 1,018.56 |
| 6 | 102-89-1 | TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION | LO | 4 | \$ 1,400.00 | \$ 5,600.00 |
| 7 | 102-99 | PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY | ED | 356 | \$ 14.00 | \$ 4,984.00 |
| 8 | 102115 | TYPE III BARRICADE | ED | 300 | \$ 0.35 | \$ 105.00 |
| 9 | 102120 | TEMPORARY TRAFFIC SIGNALS FOR LANE CLOSURES ON TWO-LANE, TWO-WAY ROADWAYS | ED | 900 | \$ 75.00 | \$ 67,500.00 |
| 10 | 104-11 | FLOATING TURBIDITY BARRIER | LF | 40 | \$ 25.00 | \$ 1,040.00 |
| 11 | 104-12 | STAKED TURBIDITY BARRIER | LF | 664 | \$ 11.00 | \$ 7,524.00 |
| 12 | 110-1-1 | CLEARING & GRUBBING | LS/AC | 0.670 | \$ 18,700.00 | \$ 12,529.00 |
| 13 | 110-7-1 | MAILBOX, F&I SINGLE | EA | 4 | \$ 868.00 | \$ 3,472.00 |
| 14 | 120-1 | REGULAR EXCAVATION | CY | 188.0 | \$ 56.00 | \$ 10,528.00 |
| 15 | 120-6 | EMBANKMENT | CY | 178.0 | \$ 130.00 | \$ 23,140.00 |
| 16 | 160-4 | TYPE B STABILIZATION | SY | 1119 | \$ 53.00 | \$ 59,307.00 |
| 17 | 285-701 | OPTIONAL BASE, BASE GROUP 1 | SY | 155 | \$ 166.00 | \$ 25,730.00 |
| 18 | 285-711 | OPTIONAL BASE, BASE GROUP 11 | SY | 1004 | \$ 79.00 | \$ 79,316.00 |
| 19 | 286-1 | TURNOUT CONSTRUCTION/DRIVEWAY BASE- OPTIONAL MATERIALS | SY | 71 | \$ 168.00 | \$ 11,928.00 |
| 20 | 327-70-1 | MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH | SY | 2300 | \$ 6.25 | \$ 14,375.00 |
| 21 | 334-1-13 | SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C | TN | 329.9 | \$ 357.00 | \$ 117,774.30 |
| 22 | 339-1 | MISCELLANEOUS ASPHALT PAVEMENT | TN | 7.2 | \$ 1,156.00 | \$ 8,323.20 |
| 23 | 430-174-118 | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD | LF | 40 | \$ 550.00 | \$ 22,000.00 |
| 24 | 430-984-125 | MITERED END SECTION, OPTIONAL ROUND, 18" CD | EA | 4 | \$ 2,340.00 | \$ 9,360.00 |
| 25 | 536-1-1 | GUARDRAIL-ROADWAY, GENERAL TL-3 | LF | 463 | \$ 31.00 | \$ 14,353.00 |
| 26 | 0536 8112 | GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I, APPROACH TL-3 | EA | 2 | \$ 3,600.00 | \$ 7,200.00 |
| 27 | 0536 8113 | GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I- INDEX 536-001, TRAILING | EA | 2 | \$ 2,300.00 | \$ 4,600.00 |
| 28 | 0536 73 | GUARDRAIL REMOVAL | LF | 421 | \$ 6.00 | \$ 2,526.00 |
| 29 | 536-85-20 | GUARDRAIL END TREATMENT - TRAILING ANCHORAGE | EA | 2 | \$ 1,631.00 | \$ 3,262.00 |
| 30 | 536-85-24 | GUARDRAIL END TREATMENT - PARALLEL APPROACH TERMINAL | EA | 1 | \$ 3,896.00 | \$ 3,896.00 |
| 31 | 536-85-26 | GUARDRAIL END TREATMENT - TYPE CRT | EA | 1 | \$ 3,291.00 | \$ 3,291.00 |
| 32 | 570-1-2 | PERFORMANCE TURF, SOD | SY | 1049 | \$ 13.00 | \$ 13,637.00 |
| 33 | 700-1-11 | SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF | AS | 2 | \$ 700.00 | \$ 1,400.00 |
| 34 | 700-1-60 | SINGLE POST SIGN, REMOVE | AS | 8 | \$ 125.00 | \$ 1,000.00 |
| 35 | 705-10-3 | OBJECT MARKER, TYPE 3 | EA | 4 | \$ 225.00 | \$ 900.00 |
| 36 | 706-1-3 | RAISED PAVEMENT MARKER, TYPE B | EA | 23 | \$ 25.00 | \$ 575.00 |
| 37 | 0710 11101 | PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6" | GM | 0.981 | \$ 4,000.00 | \$ 3,924.00 |
| 38 | 0710 11125 | PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE, 24" | LF | 209 | \$ 4.00 | \$ 836.00 |
| 39 | 0710 11141 | PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2'-4" DOTTED GUIDELINE, 6" | GM | 0.025 | \$ 1,200.00 | \$ 30.00 |
| 40 | 0710 11231 | PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP 6" (10'/30') | GM | 0.184 | \$ 700.00 | \$ 128.80 |
| 41 | 0711 14125 | THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" | LF | 13 | \$ 60.00 | \$ 780.00 |
| 42 | 0711 15101 | THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6" | GM | 0.348 | \$ 18,000.00 | \$ 6,264.00 |
| 43 | 0711 15231 | THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6" (10'/30') | GM | 0.184 | \$ 5,000.00 | \$ 920.00 |
| ROADWAY/DRAINAGE ITEMS SUBTOTAL | | | | | | \$ 580,811.86 |
| B. STRUCTURAL ITEMS | | | | | | |
| 44 | 0110 3 | REMOVAL OF EXISTING STRUCTURES/BRIDGES | LS/SF | 757.6 | \$ 125.00 | \$ 94,700.00 |
| 45 | 400-4-47 | CONCRETE CLASS IV, CAST IN PLACE TOPPING WITH SHRINKAGE REDUCING ADMIXTURE | CY | 51.0 | \$ 2,600.00 | \$ 132,600.00 |
| 46 | 415-1-4 | REINFORCING STEEL - BRIDGE SUPERSTRUCTURE | LB | 11244 | \$ 3.00 | \$ 33,732.00 |
| 47 | 0450 8 11 | PRESTRESSED BEAM: FLORIDA SLAB BEAM, BEAM DEPTH 12" CARBON STEEL, WIDTH 48-51" | LF | 396.1 | \$ 420.00 | \$ 166,362.00 |
| 48 | 0455133 2 | SHEET PILING STEEL, TEMPORARY-CRITICAL | SF | 2259.0 | \$ 75.00 | \$ 169,425.00 |
| 49 | 0521 5 13 | CONCRETE TRAFFIC RAILING - BRIDGE, 36" SINGLE-SLOPE | LF | 81.2 | \$ 502.00 | \$ 40,762.40 |
| 50 | 530 3 4 | RIPRAP, RUBBLE, F&I, DITCH LINING | TN | 408.6 | \$ 250.00 | \$ 102,150.00 |
| 51 | 0530 74 | BEDDING STONE | TN | 176.1 | \$ 280.00 | \$ 49,308.00 |
| 52 | 0549 2 | GRS BRIDGE ABUTMENT | SF | 841.3 | \$ 350.00 | \$ 294,455.00 |
| 53 | 0549 3 | GRAVEL FILL | CY | 375.2 | \$ 76.00 | \$ 29,265.60 |
| STRUCTURAL ITEMS SUBTOTAL | | | | | | \$ 1,112,760.00 |
| COMBINED ROADWAY/DRAINAGE, STRUCTURAL SUBTOTAL | | | | | | \$ 1,693,571.86 |
| MOBILIZATION (101-1) | | | | LF | 1 | \$ 132,571.94 |
| MAINTENANCE OF TRAFFIC (102-1) | | | | LF | 1 | \$ 97,138.20 |
| ROADWAY CONTINGENCY | | | | | | \$ 200,000.00 |
| (BASE BID) TOTAL | | | | | | \$ 2,123,282.00 |

Timmons Contracting Inc dba Loum Construction
 Company Name

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 26-003

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 # 26-003.
- 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 5th day of November, 2025

Name of Firm Tigmon's Contracting Inc dsa Levin Construction

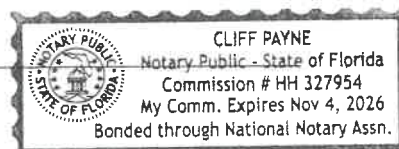
By [Signature]
President
Title of Person Signing

Subscribed and sworn to before me this 4th day of November, 2025

[Signature]

(Title)

My Commission expires _____



EX VI - 1

October 24, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1 BID# 26-003

ROCK RIDGE RD BRIDGE REPLACEMENT

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

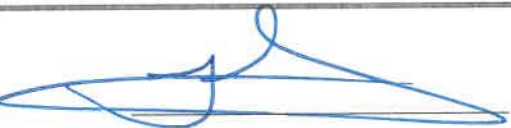
Contained within this addendum: questions and answers received.

Ken Brush

Ken Brush
Procurement Contracts Manager
Procurement Division

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

Signature:



Printed Name:

Trey Timmons

Title:

President

Company:

Timmons Contracting Inc d/b/a Louie Construction

BID 26-003
ROCK RIDGE RD BRIDGE REPLACEMENT
ADDENDUM #1

Question 1: Who will perform the inspection services, Polk County or a consultant?

Answer: The County is planning to use the services of RS&H for inspection and testing.

Question 2: Has the US Army Corps of Engineers permit been extended permit says work to be completed by 3-14-2026?

Answer: No, the USACE permit has not been extended. The County will request a time extension after a construction schedule has been established.

Question 3: What permits are required for the contractor to obtain?

Answer: Please refer to the NPDES Construction Generic Permit requirements.

Question 4: Does local preference apply to this project?

Answer: Yes. Please see page 17 #29.0 Local Preference of the bid package.

Question 5: When is the expected start date for construction?

Answer: Construction is anticipated to begin in January of 2026.

Question 6: Does this job include any grant/federal funds or Davis Bacon requirements?

Answer: No.

Question 7: Will the contractor be required to provide a QC manager?

Answer: Yes, the contractor is responsible for QC. Please refer to page 80 Section 8.3 of the Supplemental Conditions of the bid package.

Question 8: Please confirm normal removal methods/equipment for extraction of the "temporary critical walls" will not damage or cause stabilization/settlement issues with the GRS-IBS abutments or advise if these "temporary critical walls" are to remain in place (permanently) and be cutoff below the subgrade?

Answer: Please review the contract plans pertaining to the critical temporary sheet pile walls, including the removal note specified on the Construction Sequence (2 of 3) sheet. The contractor is responsible for determining their means and methods of removal, ensuring that no damage and stabilization/settlement issues occur to the GRS-IBS abutments.

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

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

| <u>Division of Work</u> | <u>Results of Good Faith Effort</u> |
|-------------------------|--------------------------------------|
| 1. | |
| ROADWORK & DRAINAGE | ONGRADE CONTRACTING, INC. |
| | 12409 SW SHERI AVE. |
| | UNIT 101 |
| | LAKE SUZY, FL 34269 |
| 2. | |
| MAINTENANCE OF TRAFFIC | ACME BARRICADES, LC. |
| | 9800 NORMANDY BLVD. |
| | JACKSONVILLE, FL 32221 |
| 3. | |
| STRIPING & SIGNAGE | MCSHEA CONTRACTING |
| | 508 OWEN AVE. NORTH |
| | LEHIGH ACRES, FL 33971 |
| 4. | |
| GUARDRAIL | TURTLE INFRASTRUCTURE PARTNERS, LLC. |
| | P.O. BOX 1858 |
| | LARGO, FL 33779 |
| 5. | |
| QUALITY CONTROL | ROBERTS CONSULTING SERVICES, INC. |
| | 2003 HAVENDALE BLVD. |
| | WINTER HAVEN, FL 33881 |

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

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

General:

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

| Trench Safety Measure (Description) | Units of Measure (LF, SY) | Unit (QTY) | Unit Cost | Extended Cost |
|--|------------------------------|---------------|-----------------|----------------------|
| A. <u>Temp Sheet Pile</u> | <u>SF</u> | <u>2259</u> | <u>\$ 75</u> | <u>\$ 169,425.00</u> |
| B. <u>Sloping</u> | <u>LF</u> | <u>200</u> | <u>\$ 10.00</u> | <u>\$ 2,000.00</u> |
| 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: TIMMONS CONTRACTING, INC. *aka Levin Construction*
Address: 6204 33RD ST. E. BRADENTON, FL 34203

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.

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

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

TIMMONS CONTRACTING INC. *aka Lowin Construction*

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

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



Bidders Signature

12/23/2025

Date

EXHIBIT X

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

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

Dated this 23rd day of December, 2025

Name of Firm TIMMONS CONTRACTING, INC. aka Lavin Construction

By [Signature]
PRESIDENT
Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This day of 23 2025

Notary Public: [Signature]
My Commission Expires: _____



**EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: 26-003

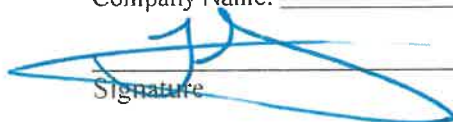
PROJECT NAME: **Rock Ridge Road Bridge Replacement**

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: TIMMONS CONTRACTING, INC DBA LOVIN CONSTRUCTION


Signature

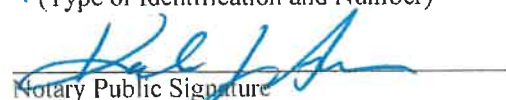
PRESIDENT
Title

12/13/2025
Date

STATE OF: FLORIDA
COUNTY OF: MANATEE

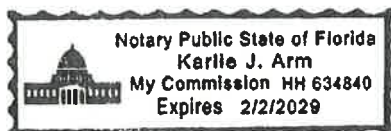
The foregoing instrument was signed and acknowledged before me this 23rd day of December, 2025, by Tray Timmons who has produced
(Print or Type Name)

personally known as identification.
(Type of Identification and Number)


Notary Public Signature

Karlie J. Arm
Printed Name of Notary Public

Notary Commission Number/Expiration



SCRUTINIZED COMPANIES CERTIFICATION

EXHIBIT XXIV

(Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid 26-003

PROJECT NAME: Rock Ridge Road Bridge Replacement

The undersigned, as PRESIDENT TIMMONS CONTRACTING, INC DBA LOVIN CONSTRUCTION of _____ (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Florida Statutes, Section 287.135:

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

Executed this 23rd day of December, 2025.

ATTEST:

By: [Signature]
PRINTED NAME: Karlle J. Arm
Its: Office manager

Timmons Contracting Inc dba Lovin Construction
a corporation
By: [Signature]
PRINTED NAME: Tra Timmons
Its: President

XXIV-1

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

EXHIBIT XXV

(Florida Statutes, Section 448.095)

PROJECT NAME: ROCK RIDGE RD. BRIDGE REPLACEMENT

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 23rd day of December, 2025.

ATTEST:

By: Karl J. Arm
PRINTED NAME: Karl J. Arm
Its: Office Manager

CONTRACTOR: Timmons Contracting Florida Lawn Construction
By: Troy Timmons
PRINTED NAME: TROY TIMMONS
Its: PRESIDENT

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 TROY TIMMONS, PRESIDENT (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Timmons Contracting Inc dba Lovin Construction
NONGOVERNMENTAL ENTITY


SIGNATURE

TROY TIMMONS
PRINT NAME

PRESIDENT
TITLE

DATE

12/23/2025

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 Timmons Contracting Inc dba Lovin Construction 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, Timmons Contracting Inc dba Lovin Construction, 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

Troy Timmons (President)

Name and Title of Contractor's Authorized Official

12/23/2025
Date

Contractor Reference

Name of Client: Sarasota County

Address of Client: 1001 Sarasota Center Boulevard, Sarasota, FL 34240

Contact Person to Include: Chris Maggs
James Stock

Phone Number and email address:

Chris - 941-735-8258 / Cmaggs@segov.net

James - 941-700-3402 / jstock@segov.net

Brief Description of the Project:

Brookside Dr. Bridge Replacement Project w/ associated Utility & Rd Work.

Project Address:

Brookside Drive Between Forest LN & Bryce LN. Sarasota FL

Date Project Completed:

2/3/2021

List of all subcontractors used for the project:

ACME Barricades

B&E Signal & Lighting

Cross Surveying

Hazeltine Nurseries

Kates Enviro

Lomski Engineering & testing

Mariotti Site Development & Paving

Terry's Tree Service

Contractor Reference

Name of Client: Manatee County

Address of Client: 1022 26th Ave East, Bradenton, FL 34208

Contact Person to Include: Jim Shuler

Phone Number and email address:

239-872-5961 / Jim.Shuler@mymanatee.org

Brief Description of the Project:

Wauchula Rd over Youngs Creek Bridge Replacement with
associated Drainage & Roadway Work

Project Address:

Approx. 6810 Wauchula Rd Myakka City, FL 34251

Date Project Completed: 8/11/2023

List of all subcontractors used for the project:

- ALME Barricades
- Hughes Construction Services, LLC
- John Burgstiner Inc
- Kates Envo
- McShea Contracting, LLC
- Terry's Tree Service
- Tomahawk Surveying
- Turtle Infrastructure

Contractor Reference

Name of Client: *Manatee County*

Address of Client: *1022 26th Ave East, Bradenton FL 34208*

Contact Person to Include: *Gil Bullock*

Phone Number and email address:

317-409-9350 / gil.bullock@mymanatee.org

Brief Description of the Project:

*Myakka Rd - Culvert 174191 Replacement - Demo Remove
Existing Triple CMP & Replace with Triple Box Culvert*

Project Address:

*Myakka Road Between the Myakka River Bridge & Myakka River
State Park*

Date Project Completed:

8/1/2025

List of all subcontractors used for the project:

*ACME Barricades
Atwell Surveying
McShen Contracting, LLC
Ongrade Contracting Inc
Superior Asphalt, Inc*

Contractor Reference

Name of Client: Hillsborough County

Address of Client: 2310 Regional Water Lane, Tampa, FL 33619

Contact Person to Include: Michael J. Hall

Phone Number and email address:

813-334-0627 / hallm@hcfcl.gov

Brief Description of the Project:

Bridge Replacement at Phillips Lane over Kitchen Branch
Roadway / Utility / Drainage Work

Project Address:

Approx. 12307 Phillips LN, Gibsonton, FL 33534

Date Project Completed:

Ongoing & Ahead of Schedule

List of all subcontractors used for the project:

AA Surface Pro.

ACME Barricades

Kamminga & RoadVocets, Inc

Lomski Engineering & Testing

Ongrade Contracting Inc

Superior Asphalt Inc