

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

BIDDING REQUIREMENTS AND CONTRACT DOCUMENTS FOR:

**Stabilization of Libby Alico Road and Alico Libby Road, and resurfacing of
Lake Patrick Road North**

BID FILE NO: #11-059

County Project: 5400001

ISSUE DATE: March 31, 2011

**PURCHASING DIVISION
2470 CLOWER LANE
DRAWER AS05, P.O. BOX 9005
BARTOW, FLORIDA 33830/33831-9005
Website: www.polk-county.net**

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TABLE OF CONTENTS

	<u>PAGE</u>
<u>PART A – BIDDING REQUIREMENTS</u>	
INVITATION FOR BID	IB 1
INSTRUCTION TO BIDDERS	IB 1 – 8
<u>PART B – CONDITIONS OF CONTRACT</u>	
GENERAL CONDITIONS	
ARTICLE 1 – CONTRACT DOCUMENTS	GC 1
ARTICLE 2 – DEFINITIONS	GC 1
ARTICLE 3 – PRELIMINARY MATTERS	GC 4
3.1 Delivery of Bonds	GC 4
3.2 Copies of Documents	GC 4
3.3 Commencement of Contract Times; Notice to Proceed	GC 4
3.4 Starting the Work	GC 4
3.5 Before Starting Construction	GC 4
3.6 Normal Working Hours	GC 6
ARTICLE 4 – CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE	GC 6
4.1 Precedence	GC 6
4.2 Conflicts	GC 8
4.3 Amending	GC 8
4.4 Reuse of Documents	GC 8
ARTICLE 5 – PROJECT CONDITIONS	GC 8
5.1 Availability of Lands	GC 8
5.2 Subsurface and Physical Conditions	GC 9
5.3 Limited Reliance by Contractor on Authorized Technical Data	GC 9
5.4 Unknown or Concealed Conditions (Excluding Existing Utilities)	GC 9
5.5 Physical Conditions – Underground Facilities	GC 10
5.6 Engineering and Layout	GC 10
5.7 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material	GC 12
ARTICLE 6 – BONDS, INSURANCE, INDEMNIFICATION	GC 12
6.1 Public Construction Bond and Other Bonds	GC 12
6.2 Warranty/Maintenance Bond	GC 13
6.3 Certificates of Insurance	GC 13
6.4 Contractor’s Liability Insurance	GC 13
6.5 Receipt and Application of Insurance Proceeds	GC 15
6.6 Indemnification	GC 16
ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES	GC 16
7.1 Supervision and Superintendence	GC 16
7.2 Contractor’s Construction Means and Methods	GC 16
7.3 Labor, Material, and Equipment	GC 16
7.4 Substitute Material or Equipment	GC 17
7.5 Concerning Subcontractors	GC 18
7.6 Patent Fees and Royalties	GC 18
7.7 Permits	GC 18
7.8 Laws and Regulations	GC 19
7.9 Taxes	GC 19
7.10 Use of Premises	GC 19
7.11 Record Documents	GC 19

GENERAL CONDITIONS (cont'd)		
7.12 Safety and Protection	GC	20
7.13 Drug Free Work Place Policy	GC	22
7.14 Emergencies	GC	22
7.15 Submittals, Shop Drawings, and Samples	GC	23
7.16 Video Records	GC	25
ARTICLE 8 – OTHER WORK	GC	25
ARTICLE 9 – COUNTY’S RESPONSIBILITIES	GC	26
ARTICLE 10 – PROFESSIONAL’S STATUS DURING CONSTRUCTION	GC	26
10.1 County’s Representative	GC	26
10.2 Visits to Site	GC	26
10.3 Clarifications and Interpretations	GC	26
10.4 Rejecting Defective Work	GC	27
10.5 Decisions on Disagreements	GC	27
10.6 Limitation on Professional’s Responsibilities	GC	27
ARTICLE 11 – CHANGES IN THE WORK	GC	27
ARTICLE 12 – CHANGE OF CONTRACT PRICE	GC	27
12.1 The Contract Price	GC	28
12.2 Cost of Work	GC	29
12.3 Contractor’s Mark-up	GC	30
ARTICLE 13 – CHANGE OF CONTRACT TIME	GC	31
ARTICLE 14 – UNCONTROLLABLE FORCES (FORCE MAJEURE)	GC	32
ARTICLE 15 – WARRANTY AND GUARANTEE	GC	32
ARTICLE 16 – ACCEPTANCE OF DEFECTIVE WORK	GC	33
16.1 Tests and Inspections	GC	33
16.2 Access to the Work	GC	33
16.3 Uncovering the Work	GC	33
16.4 Stop Work	GC	33
16.5 Correction or Removal of Defective Work	GC	34
16.6 Acceptance of Defective Work	GC	34
16.7 Neglected Work by Contractor	GC	34
ARTICLE 17 – PAYMENT AND COMPLETION	GC	34
17.1 Schedule of Values	GC	34
17.2 Application for Progress Payment	GC	35
17.3 Contractor’s Warranty of Title	GC	35
17.4 Approval of Payments	GC	35
17.5 Substantial Completion	GC	36
17.6 Final Completion	GC	37
17.7 Waiver of Claims	GC	37
ARTICLE 18 – SUSPENSION OF WORK AND TERMINATION	GC	38
18.1 Suspension of Work	GC	38
18.2 Termination for Cause	GC	38
18.3 Termination for Convenience	GC	39
18.4 Completion of Work by County	GC	39
ARTICLE 19 – CLAIMS	GC	39
ARTICLE 20 – PERFORMANCE EVALUATION	GC	40
ARTICLE 21 – ALLOWANCES	GC	40
ARTICLE 22 – ANNUAL APPROPRIATIONS	GC	41
ARTICLE 23 – UNAUTHORIZED ALIEN(S)	GC	41

GENERAL CONDITIONS (cont'd)

SPECIAL CONDITIONS

ARTICLE 1 – PROJECT DESCRIPTION, LOCATION & SCOPE OF WORK	SC	1
ARTICLE 2 - QUALIFICATION REQUIREMENTS	SC	1
ARTICLE 3 – BASIS OF AWARD	SC	1
ARTICLE 4 – PERMITS	SC	1
ARTICLE 5 – CERTIFIED AS-BUILT SURVEY DRAWINGS	SC	2
ARTICLE 6 – CALCULATION OF LIQUIDATED DAMAGES	SC	2
ARTICLE 7 – SALES TAX SAVINGS	SC	2
ARTICLE 8 – MISCELLANEOUS	SC	5

<u>PART C – BID SUBMITTAL</u>	BSU	1 – 4
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PART D – EXHIBITS

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

<u>PART E – CONTRACT</u>	C	1 – 3
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<u>PART F – CONSTRUCTION PLANS, TECHNICAL REPORTS & SPECIFICATION PACKAGE</u>	TS	
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PART A – BIDDING REQUIREMENTS

INVITATION FOR BID

NAME OF BID: STABILIZATION OF LIBBY ALICO ROAD AND ALICO LIBBY ROAD; AND
RESURFACING OF LAKE PATRICK ROAD NORTH

BID NUMBER: 11-059

BID BOND IS REQUIRED

PUBLIC CONSTRUCTION BOND IS REQUIRED

PRE-BID CONFERENCE: NA

BID DUE/DATE/TIME: WEDNESDAY, MAY 4, 2011 PRIOR TO 2:00P.M.

DATE/TIME OF BID OPENING: WEDNESDAY, MAY 4, 2011 AT 2:00P.M.Or As Soon As Possible
Thereafter

PLACE OF BID OPENING: PROCUREMENT DIVISION, 2470 CLOWER LANE, BARTOW,
FLORIDA 33830

DEADLINE FOR QUESTIONS FROM BIDDERS: MONDAY, APRIL 18, 2011 BY 5:00 P.M.

INSTRUCTION TO BIDDERS

1.0 Bids

1.1 Part A – Bidding Requirements, Part B – Conditions of Contract, Part C – Bid Submittal, Part D – Exhibits, Part E – Contract, and Part F – Construction Plans, Technical Reports, and Specification Package together therein identified constitute the entire “bid package” and upon award shall constitute the Contract Documents concerning this present bid matter. The bid must be submitted in a sealed envelope. The face of the envelope shall 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 Bidding Requirements, Conditions of Contract or Contract with their bids, unless specified elsewhere in this Bid Package. The bid must contain a manual signature of an authorized representative of the entity submitting the bid in the space provided in the Bid Submittal. The Bid must be typed or printed in black ink. All corrections made by bidder to their bid must be initialed.

1.2 Prices must be entered upon the Bid Submittal form attached hereto and identified as Bid Submittal (Part C); no other Bid Submittals will be accepted. One original and one copy of the Bid Submittals, any items called out in the Contract Documents including: Exhibit I, Bid Bond, Exhibit IV, Non-Collusion Affidavit of Prime Bidder, Exhibit VI, Affidavit of Percentage of Work, Exhibit VII, Material List, Exhibit VIII, Equal Employment Opportunity, Exhibit IX, Drug-Free Workplace Form, Exhibit X, Safety Requirements/Regulations, and Exhibit XXI, Vendor Application; and any additional requested information and exhibits must be submitted. All prices quoted are to be F.O.B. job site in Polk County, Florida. Bid amount shall be inclusive of all cost. Nothing herein shall prohibit the County from deleting line items and Procurement said items directly from a supplier if it is determined that there is sufficient sales tax savings to make Procurement by the County practical.

1.3 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 within 10 days of bid opening date. 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.

1.4 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 will not be accepted.

1.5 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. 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.

1.6 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.

1.7 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.

1.8 The Bidder assumes responsibility to examine the site of the Work and become familiar with the Contract Documents and any Addenda issued thereto 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 bidder to whom a set of proposed contract documents has been issued. However, it is the sole responsibility of the bidders to check the County's website at www.polk-county.net "Notice of Bids" to ensure that all available updated contract documents, including addendums, have been received prior to submitting a bid. The County will not be responsible for oral instruction.

1.9 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 after award of bid. 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.

1.10 Unless exempt under Florida Statute, Bidder shall possess a State of Florida Contractor Certification (General Contractors License or Underground Utility and Excavation License) or Florida Registration showing they are licensed in Polk County. 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. Contractors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the Polk County Board of County Commissioners. A copy of such license shall be submitted prior to the pre-award meeting. The Procurement Division shall verify the license prior to Recommendation of Award.

2.0 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.

3.0 Bid Errors

Where Bid Submittals have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. The County shall 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 will prevail.

4.0 No Bid

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

5.0 Discounts

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

6.0 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.

7.0 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.

8.0 Award of Contract/Rejection of Bids

A contract may be awarded 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 accept, and no bid protest has been filed. Unless otherwise noted, the basis of award 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 Special Conditions. The successful Bidder to whom a contract is awarded 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, vendors or employees.

9.0 Execution of Written Contract

The successful Bidder will be required to execute a written contract which has been made a part of this bid package and identified in Part E. Said written contract will evidence in written form the agreement between the parties in accordance with the award having been theretofore made by the County to the successful Bidder; said signing to be accomplished within ten (10) calendar days after receipt by the successful Bidder of the Notice of Award.

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.

10.0 Security Forfeiture

If after Bidder's receipt of Notice of Award the successful Bidder refuses or otherwise neglects to execute and deliver the required Contract or fails to furnish the required Public Construction Bond, or any required insurance certification within a reasonable time, the amount of the Bidder's bid security (Bid Bond) may be forfeited and the award rescinded if such action is deemed to be in the best interests of the County. The Procurement Director will make the determination of "a reasonable time". Delivery within ten (10) calendar days is requested. 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.

11.0 Laws, Codes and Regulations

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

12.0 Safety Requirements/Regulations

All Bidders are required to submit with their Bid Submittal, Exhibit X, Safety Requirements/Regulations which states that they fully understand the safety requirements/regulation provisions as stated in the General Conditions and will comply. Any questions regarding the compliance with this provision shall be directed to Polk County Risk Management Division, (863) 534-5267.

13.0 Delivery Time/Liquidated Damages

Bidders are hereby advised that if the Contract documents so indicate, a reasonable amount for liquidated damages, as authorized by Florida Statutes Section 337.18(2), will be assessed for non-compliance of a stated delivery time or performance time (or similarly stated information) as found in the Special Conditions. The liquidated damages are not intended as a penalty.

14.0 Standard Basis for Bidding

Where a particular system, product or material is specified by name, it shall be considered as the only satisfactory system, product, or material 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.

15.0 Preconstruction Conference

After the award has been reported to the Board for execution and prior to the start of construction, a joint meeting shall 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.

16.0 Florida Public Entity Crime Statute

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

17.0 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.

18.0 Subcontractors

The Bidder will be required to provide as a part of their bid submittal Exhibit VI, Affidavit of Percentage of Work, indicating that they meet the percentage requirements of self-performed work as identified in Part B – Conditions of Contract, Article 2, Item 2.3.

The apparent low bidder shall be required to furnish Exhibit VI-A, Subcontractor List and Exhibit VI-B, Good Faith Effort Documentation at the pre-award meeting. All divisions of work must be stated on Exhibit VI-A and the total of the work must match the bid price as stated on Part C – Bid Submittal.

During the execution of the Contract the successful Bidder shall be as fully responsible to the County for the acts and omissions of their subcontractors and suppliers and of persons either directly or indirectly employed by them as they are for the acts and omissions of persons directly employed by them. The successful Bidder shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to require compliance by each subcontractor with the applicable provisions of the Contract. Nothing contained in the Contract shall create any contractual relations between any subcontractor or supplier and the County.

19.0 Women/Minority Business Enterprise Outreach (W/MBE'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 must 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. Good faith effort shall be described as the effort put forth by bidders on construction bids to solicit prices from women/ minority contractors. 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. Exhibit VI-B, Good Faith Effort providing evidence of the Bidder's good faith effort will be required of the apparent low bidder at the pre-award meeting.

Bidders are encouraged to contact the Supplier Diversity Office, at (863) 534-5959 or (863) 534-5901 or visit the County's website at www.polk-county.net for assistance.

20.0 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.

21.0 Additions/Revision/Deletions

Additions, revisions or deletions by the Bidder to the contract documents 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.

22.0 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.

23.0 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 0.5% 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 at which employees are located and from which business is regularly transacted.

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.

24.0 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.

25.0 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.

26.0 Bid Protest

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

PART B – CONDITIONS OF CONTRACT

GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

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

ARTICLE 2 – DEFINITIONS

2.0 Whenever used in any of the Contract Documents, the following meanings 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”** means the additional funds, or time, included in the Contract to be used for Allowance Work which is only authorized through an Allowance Authorization Release.

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

2.4 The term **“Allowance Work”** means work that may not have been in the contract documents or additional work as deemed necessary by the County.

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

2.6 The term **“Bid Price”** means the offer or proposal of the successful bidder submitted to perform the work in accordance with the Contract Documents.

2.7 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.

2.8 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.

2.9 The term **“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 the Florida Administrative Code. 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.

2.10 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.

2.11 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.

- 2.12 The term **“Construction Project Manager”** means the County’s field representative who administers the construction engineering and inspection services for the project.
- 2.13 The term **“Contract”** means the Contract executed by the County and the Contractor.
- 2.14 The term **“Contract Documents”** means and shall include the following: Part A – Bidding Requirements, Part B – Conditions of Contract, Part C – Bid Submittal, Part D – Exhibits, Part E – Contract, and Part F – Construction Plans, Technical Reports, Specification Package , Bid and Public Construction Bonds, all Addenda issued by the County, Certificates of Insurance, Permits, Notice of Award, Notice to Proceed, 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 Price”** means the bid price plus any authorized allowance or any other authorized written adjustments.
- 2.16 The term **“Contract Time”**, is the number of days in the original contract documents, plus any authorized allowance or any other authorized written adjustments for final completion of work.
- 2.17 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.
- 2.18 The term **“County”** means the Polk County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
- 2.19 The term **“Day”** is every calendar day ending and beginning at midnight. 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.
- 2.20 The term **“Drawings”** means the drawings or construction plans listed in Part F.
- 2.21 The term **“Effective Date of the Contract”** means the date on which the contract has been awarded by the Procurement Director.
- 2.22 The term **“FDOT”** means the Florida Department of Transportation.
- 2.23 The term **“Field Order”** means a written direction to the Contractor from the **Professional** that modifies Drawings and Specifications without changing Contract Price or Contract Time.
- 2.24 The term **“Free on Board” (FOB)** means the cost of the goods including the shipment to the job site.
- 2.25 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.
- 2.26 The term **“Inspector”** means the person designated as an agent or representative of the County to perform construction engineering and inspection.
- 2.27 The term **“Lump Sum”** means a pay item within the Contract Documents, which is paid without regard to quantities or units of measure.

- 2.28 The term **“Notice of Award”** means the written notice issued by the County to the successful bidder.
- 2.29 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.
- 2.30 The term **“Professional”** means the engineering firm or individual retained by the County or in-house person designated to perform the design for the Work. This position is also known as Engineer of Record (EOR). The Professional can also serve as the Project Manager.
- 2.31 The term **“Project Area”** means the area within which are the specified Contract Limits of the improvements contemplated to be constructed in whole or in part under this Contract.
- 2.32 The term **“Project Manager”** means the Polk County representative in charge, acting under the direction of, and designated by, the Polk County Transportation Engineering Director , for the purpose of directing or being in charge of the work embraced in this Contract.
- 2.33 The term **“Procurement Director”** means the Director of Polk County Procurement Division or their authorized representatives.
- 2.34 The term **“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 temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor. 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.
- 2.35 The term **“Specification Package”** means the Special Provisions, Supplemental Specifications, Technical Special Provisions, and Developmental Specifications.
- 2.36 The term **“Technical Reports”** means the reports issued by the County or the Project Manager consisting of written technical material such as soil reports, utility relocation permits and other permits.
- 2.37 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.
- 2.38 The term **“Utility Work by Roadway Contractor”** means utility plans prepared by a utility owner and made a part of this Contract by agreement with the County.
- 2.39 The term **“Work”** means the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor; furnishing and incorporating material and equipment in the construction; performing or furnishing services; and furnishing documents, all as required by the Contract Documents.

ARTICLE 3 – PRELIMINARY MATTERS

3.1 Delivery of Bonds

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

3.2 Copies of Documents

3.2.1 After the award of the Contract, the County shall furnish the Contractor, 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 County Division.

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 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 Professional and the County any conflict, error, ambiguity or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Professional before proceeding with any Work affected thereby. The Contractor shall be liable to the County for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if the Contractor knew or reasonably should have known thereof.

3.5.2 Prior to the Notice to Proceed (unless otherwise specified in the Contract Documents), the Contractor shall submit to the Professional and the County for review and acceptance 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, shall be sent to the Procurement Division, 2470 Clower Lane, Bartow, Florida 33830.

3.5.2.3 The Contractor shall prepare and maintain a project progress schedule according to FDOT Specification 8-3.2 Submission of Working Schedule. This schedule shall be updated and accompany every application for payment submitted. Should the updated schedule show any portion of the Work to be behind, the Contractor shall submit, with the updated schedule, a detailed plan for recovery. This updated construction schedule shall be reviewed and accepted by the Professional or the County at the time of a construction progress meeting that coincides with the submission of the progress application for payment. Failure to submit this recovery plan with the updated schedule will cause the application for payment to be rejected until such time the recovery plan is submitted.

3.5.2.4 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.

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 Exhibit XIX) to the Construction Project Manager at least fourteen (14) calendar days prior to a road closure and at least forty-eight (48) hours 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 Contract Documents, 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 conference attended by the Contractor, Project Manager, Procurement Representative, Professional and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in 3.5.2, procedures for handling shop drawings and other submittals, processing applications for payment, 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 their corrections and adjustments to the 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 Professional as providing an orderly progression of the Work to completion within any specified milestones and the Contract Time; but such acceptance will neither impose on the Professional responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve the Contractor from the Contractor's full responsibility. The Contractor's schedule of shop drawings and submittals will be acceptable to the Professional as providing a workable arrangement for reviewing and processing the required Submittals. The Contractor's schedule of values shall be approved by the Professional and the County as to form and substance.

3.5.5 The Contractor, in addition to preparing a baseline schedule, shall be responsible for preparing and providing a monthly updated schedule. Schedule updates shall include actual progression of work as compared to scheduled progression of work. **SCHEDULE UPDATES MUST ACCOMPANY EACH PAY REQUEST.**

3.6 Normal Working Hours

3.6.1 Normal Working Hours shall be defined as the Contractor's working period occurring between the hours beginning at 7:00AM and ending at 6:00PM, exclusive of Saturdays, Sundays and Holidays.

3.6.2 If the Contractor desires to work outside of normal working hours as described in 3.6.1, the Contractor is required to submit a written request detailing the hours, days, and nature of the work to be performed. The request must be submitted to the County at least forty-eight (48) hours prior. Before starting the work, the Contractor must receive written permission from the County.

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. The Contractor cannot add Quantum Meruit to the Contract. The Contract is an express written contract and there are no implied obligations implicit to the agreement. The Contract is the entire agreement and the Contractor specially agrees that additional compensation cannot be added to the contract by the Contractor.

4.1.2 Unless otherwise specified in the contract documents, these general conditions replace current Division I of the 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 When the FDOT Standard Specifications, Special Provisions, Supplemental Specifications or Technical Special Provisions refer to:

4.1.3.1 "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.

4.1.3.2 "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.

4.1.3.3 "State Road," it shall mean any public roadway.

4.1.3.4 "the Department's acceptance tests," it shall mean the tests adopted by the County.

4.1.3.5 "the District and/or Central Labs," it shall mean the Contractor's testing subcontractor authorized by the County.

4.1.4 Before starting construction, provide a Quality Control Program for County approval according to FDOT Specification 6-8 Quality Control Program and 6-9 Laboratory Qualification Program.

4.1.5 FDOT Specification 9-2.1.2 Bituminous Material shall apply to this contract.

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

4.1.7 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).

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

4.1.9 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.

4.1.10 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.

4.1.11 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. Supplemental Specifications

7. Standard Specifications

Computed dimensions govern over scaled dimensions.

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 7.3, the Contractor shall report it to the Professional and Project Manager in writing at once; and the Contractor shall not proceed with the Work affected thereby (except in an emergency as authorized by 7.14) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in 4.3.1 or 4.3.2. 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.

4.2.2 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of the County, Contractor or Professional, or any of their subcontractors, consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the County, Professional or any of the Professional's consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of 10.6.1 or any other provision of the Contract Documents.

4.3 Amending

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

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

4.4 Reuse of Documents

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

ARTICLE 5 – PROJECT CONDITIONS

5.1 Availability of Lands

5.1.1 The County shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements (permanent or temporary construction

easements), and those other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the County, unless otherwise provided in the Contract Documents.

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

5.2.1 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 Part F, Technical Reports.

5.3 Limited Reliance by Contractor on Authorized Technical Data

5.3.1 The Contractor may rely upon the general accuracy of the "technical data" contained in reports and drawings provided by the County. Such "technical data" is identified in Part F, Technical Reports. Except for said reliance on such "technical data," the Contractor may not rely upon or make any claim against the County, Professional or any of the Professional's consultants with respect to:

5.3.1.1 The completeness of these reports and drawings for the Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incidental 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, (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, or (3) historical or archaeological artifacts, then the Contractor shall give the County notice, through the Professional, immediately before conditions are disturbed and in no event no later than 24 hours after first observance of the conditions.

5.4.2 The Project Manager and the Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Project Manager and the Professional shall recommend an

equitable adjustment in the Contract Price or Contract Time, or both. If the Project Manager and the Professional determine that the conditions at the site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the Professional shall notify the Contractor of the determination in writing. The Work shall be performed after the Professional provides direction.

5.5 Physical Conditions – Underground Facilities

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

5.5.1.1 The County and the Professional shall not be responsible for the accuracy or completeness of any such information or data and location of utilities shown in the plans should be considered approximate only; 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 7.12 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 Professional. The Project Manager and the Professional will promptly review the Underground Facility and determine the appropriate course of action, if any. If the 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 Professional shall not be liable to the Contractor for any claims, costs, losses or damages incurred or sustained by the Contractor on or in connection with any other project or anticipated project.

5.6 Engineering and Layout

5.6.1 **Control Points Furnished by the County:** The Engineer will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the project to facilitate the proper layout of the work. Normally, the Engineer 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 Engineer 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 Engineer directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.

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.

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.

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.

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 Engineer 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.

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 Engineer not less than 21 calendar days prior to beginning striping.

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 Engineer's review as the work progresses, and furnish copies to the Engineer 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 7.14); and (ii) notify the County and the Professional (and thereafter confirm such notice in writing). The County shall promptly consult with the Professional concerning the necessity for the County to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. The Contractor shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after the County has obtained any required permits related thereto and delivered to the Contractor special written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such Work may be resumed safely. If the County and the Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of such work stoppage or such special conditions under which Work is agreed by the Contractor to be resumed, either party may make a claim therefore as provided in Articles 12 and 13.

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

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

Article 6 - BONDS, INSURANCE, INDEMNIFICATION

6.1 Public Construction Bond and Other Bonds

6.1.1 The Contractor shall furnish a Public Construction Bond, unless otherwise stated in the Invitation for Bid, in an amount equal to the amount awarded, 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 Contract Documents. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

6.1.2 The Contractor shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bond in the same amount of one or more change orders.

6.1.3 The bonds required by the Contract Documents to be purchased and maintained by the Contractor shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certified copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the 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) 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 Contractor's performance and furnishing of the Work and the Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by the Contractor, subcontractor, supplier or anyone for whose acts any of them may be liable. The Contractor shall purchase and maintain in force during the contract period with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category, and acceptable to the County the following insurances. The limits of liability for

the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

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

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

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

Aggregate Combined:	<u>\$2,000,000</u>
Each Occurrence:	<u>\$1,000,000</u>
M&C/CGL	<u>\$</u>
Broad Form CGL	<u>\$1,000,000</u>
Contractual Liability	<u>\$1,000,000</u>
Products	<u>\$</u>
Completed Operation	<u>\$1,000,000</u>
Personal Injury	<u>\$</u>
Independent Contractors	<u>\$</u>
XCU Property Damage Excel	<u>\$</u>
Umbrella Liability	<u>\$</u>

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

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

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

These policies will provide that:

1. The insurer(s) waive their rights of subrogation 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
2470 Clower Lane
Bartow, Florida 33830

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

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

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

6.4.4 Any additional insurance, if required, will be called out in the Contract Documents.

6.5 Receipt and Application of Insurance Proceeds

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

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

6.6 Indemnification

6.6.1 The Contractor, in consideration of the Ten Dollars (\$10.00) and other valuable consideration, 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, 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 resident superintendent to supervise and direct the Work in accordance with the Contract Documents. The superintendent shall not be replaced without written notice to the County, through the Professional, 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.

7.1.2 Provide a superintendent who speaks and understands English, and maintain at least one other responsible person who speaks and understands English, on the project during all working hours.

7.2 Contractor's Construction Means and Methods

7.2.1 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.

7.3 Labor, Material and Equipment

7.3.1 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.

7.3.2 The Contractor shall furnish and pay for all material, construction equipment, labor, transportation, tools, fuel, power, telephone, water facilities, sanitary 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. 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.

7.3.3 All material and equipment shall be new and of good quality and meet the requirements 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.

7.3.4 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.

7.4 Substitute Material or Equipment

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

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

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

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

7.5 Concerning Subcontractors

7.5.1 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.

7.5.2 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.

7.5.3 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.

7.5.4 The Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents, for the benefit of the County.

7.6 Patent Fees and Royalties

7.6.1. The Contractor shall pay all license fees and royalties and assume all costs incidental 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.

7.7 Permits

7.7.1 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.

7.7.2 As required by the appropriate Water Management District (WMD), before beginning any dewatering activities, the Contractor shall prepare a written dewatering plan and submit said plan to the County and the appropriate Water Management District (WMD) for approval. Submit the approved dewatering plan to the County at least 48 hours before beginning dewatering. The cost for preparing the dewatering plan, its' installation and the dewatering shall be included in the unit price for the work requiring dewatering.

7.8 Laws and Regulations

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

7.9 Taxes

7.9.1 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.

7.10 Use of Premises

7.10.1 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.

7.10.2 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 a minimum, on a daily basis or as otherwise required. At the completion of the Work, the Contractor shall remove all waste material, rubbish and debris from and about the site as well as all tools, 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 of amounts due the Contractor. The Contractor shall restore to original condition all property so designated for alteration by the Contract Documents.

7.10.3 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.

7.11 Record Documents

7.11.1 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 Engineer 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 Engineer. 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, invert, pipes, curbs, driveways, pavement and any and all underground structures.

7.11.2 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 Engineer the status of the as-built plans and the record survey notes in connection with the Engineer's 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 Engineer shall deliver to the Contractor a reproducible set of current Plans. The Contractor will transfer all his "as-built" information to these reproducible and deliver the resultant as-built set of plans, together with the record survey book to Engineer for County. Each completed set of "As-Built" drawings must include on its face, a certified statement by the Contractor's Professional Land Surveyor that the set of "As-Built" drawings accurately depicts the actual Work as constructed.

7.12 Safety and Protection

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

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

7.12.1.2 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.

7.12.1.3 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.

7.12.2 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 professional 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.

7.12.3 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.

7.12.4 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 29 CFR 1926. The definitions of serious, willful and criminal/willful violations are as follows:

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

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

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

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

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

Second violation: May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

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

7.12.5 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.

7.12.6 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.

7.12.7 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 Professional. All communications to the superintendent shall be as binding as if given to the Contractor.

7.12.8 Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, shall be notified immediately. The Contractor shall promptly report by telephone and in writing to a County Representative and Professional all accidents arising out of or in connection with the Work which cause death, personal injury (defined by

OSHA as a "lost time" accident), or property damage in excess of \$500.00; giving full details and statements of any witnesses. County Representatives are defined as follows: The Division Director or the authorized representative, the Division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County Projects.

7.12.9 Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be delivered to the County 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.

7.12.10 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.

7.12.11 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.

7.13 Drug Free Work Place Policy

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

7.13.2 The Contractor and its employees and subcontractors are strictly prohibited from the following:

- a. Using illegal drugs or abusing prescription or non-prescription drugs at anytime 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.
- c. Reporting for work or performing work under the influence of a non-prescribed substance, illegal drug or alcohol.

7.13.3 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.

7.14 Emergencies

7.14.1 In the event of an emergency, the Contractor shall immediately notify the County.

7.14.2 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Professional if time or circumstances do not permit, is obligated to prevent or mitigate threatened damage, injury or loss. The Contractor shall give the Professional written notice that an emergency provision has been invoked and shall state the reasons within twenty-four (24) hours of the incident.

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

7.15 Submittals, Shop Drawings and Samples.

7.15.1 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 7.12.2

Other provisions of the Contract Documents may waive the requirement for submittals for certain items; i.e. items constructed from standard drawings or those complying with alternate details for prestressed members under Section 450. The Special Conditions shall list the submittals required.

7.15.2 After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, the Contractor shall submit to Professional for review and approval in accordance with the accepted schedule of Submissions, five (5) copies for use by the County, Professional and any additional copies as required by 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 Professional may require. Contractor shall submit a copy of the transmittal letter providing drawing numbers and titles for each item included in Submittals and Shop Drawings to

Professional.

7.15.3 The Contractor shall also submit to Professional 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.

7.15.4 The Contractor's stamp of approval on any Submittal, Shop Drawing or sample shall specifically indicate in writing, or if not indicated in writing, shall constitute a representation that 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 Contractor has reviewed or coordinated each Submittal, Shop Drawing or sample with the requirements of the Work and the Contract Documents.

7.15.5 At the time of each submission, Contractor shall in writing call Professional'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.

7.15.6 Professional will review Submittals, Shop Drawings and review samples and return Contractor's submittals stamped with the following notation:

☐ APPROVED
☐ APPROVED AS NOTED
☐ REVISE AND RESUBMIT
☐ NOT APPROVED

Reviewed By: _____
Date: _____

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.

Professional'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 Contractor, engineering design furnished by Contractor, 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 Contractor. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by the Professional and shall return the required number of corrected copies of Submittals and Shop Drawings and resubmit new samples for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Professional on previous submittals.

7.15.7 Professional's review and approval of Submittals, Shop Drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Professional's attention to each such variation at the time of submission and Professional 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 Professional relieve Contractor from responsibility for errors or omissions in the Submittals, Shop Drawings or samples or from responsibility for having complied with the provisions of 7.15.4.

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

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

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

7.16 Video Records

7.16.1 Pre-Construction Video Record: Before beginning mobilization activity, the Contractor shall video record the existing conditions in, and adjacent to, 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 right-of-way, including buildings, driveways, fences, landscaping, staging areas, standing water, and any other features.

7.16.2 Post-Construction Video Record: 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 right-of-way, including buildings, driveways, fences, landscaping, staging areas, standing water, and any other features.

7.16.3 All video records shall be delivered to the County 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.

ARTICLE 8 – OTHER WORK

8.1.1 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 perform and coordinate 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 altering their work and

will only alter their work with the written consent of the Professional and the others whose work will be affected. The Contractor is not entitled to exclusive use of the site.

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

ARTICLE 9 – COUNTY'S RESPONSIBILITIES

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

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

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

9.1.3 The hierarchy of authority for this contract shall be:

- First (Highest): Polk County Director of Transportation
- Second: Polk County Project Manager
- Third: Professional
- Fourth: Construction Project Manager
- Fifth: Inspector

ARTICLE 10 – PROFESSIONAL'S STATUS DURING CONSTRUCTION

10.1 County's Representative

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

10.2 Visits to the Site

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

10.3 Clarifications and Interpretations

10.3.1 The Professional shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by the Contractor, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

10.4 Rejecting Defective Work

10.4.1 The Professional has the authority to disapprove or reject Work, which is defective. The Professional also has authority to require special inspection or testing of the Work at the Contractor's expense, as provided in Article 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 Professional shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If the Contractor disagrees with the Professional's opinion, the Contractor shall refer claims and other matters relating to the acceptability of the Work or their interpretation of the requirements of the Contract Documents initially to the Professional in writing with a request for a formal decision. The Professional will render in writing their opinion concerning the Contractor's request for a formal decision and shall submit same to the Project Manager. After receipt of the Professional's written opinion and all information requested from the Contractor, the Project Manager shall render a formal decision in writing, which shall then be conveyed to the Contractor by the Professional. Written notice of each claim, dispute and other matter shall be delivered by the Contractor to the Professional within ten (10) calendar days of the occurrence first happening. Written supporting data will be submitted to the Professional within fifteen (15) calendar days after the occurrence unless the Professional allows additional time. If the Contractor fails to strictly comply with these notices and submittal time periods, the Contractor shall be deemed to have waived their right to assert a claim the Contractor might otherwise have had concerning the matter.

10.6 Limitation on Professional's Responsibilities

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

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

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

ARTICLE 11 – CHANGES IN THE WORK

11.1 Changes

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

11.1.2 Additional work performed by the Contractor without authorization of a Change Order or Allowance Authorization will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 7.14. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

11.1.3 Upon agreement as to changes in the Work to be performed, work performed in an emergency as provided in Article 7.14, and any other claim of the Contractor for a change in the Contract Time or the Contract Price, the Professional will prepare a written Change Order to be signed by the Professional and the Contractor and submitted to the County for approval.

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

11.1.5 In the absence of an agreement as provided in 11.1.3, the County may, at its sole discretion, issue a Construction Change Directive to the Contractor. Pricing of the Construction Change Directive will be in accordance with 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.

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

ARTICLE 12 – CHANGE OF CONTRACT PRICE

12.1 The Contract Price

12.1.1 The initial Contract Price includes the Contractor's Bid Price and an Allowance amount, which is established by the County. The Contractor's Bid Price constitutes the total compensation (subject to written authorized adjustments) payable to the Contractor for performing the Work. It is the Contractor's duty, responsibility and obligation to perform the work in accordance with the Contract Documents without change in the Contractor's Bid Price. The Allowance may not be used without prior written authorization from the County.

12.1.2 The Contract Price may only be increased or decreased by a written Change Order or Construction Change Directive. Any claim for an increase shall be in writing and delivered to the Professional within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the Professional within fifteen (15) calendar days after the occurrence unless the County allows additional time. Failure of the Contractor to strictly comply with these notice and submittal time periods shall constitute a waiver of all claims by the Contractor against the County concerning the matter.

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 estimated 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 estimated in the Bid Submittal (Part C), the Contractor and the County agree that the compensation payable to the Contractor shall be adjusted accordingly by a Change Order based upon the appropriate unit prices shown in the Bid Submittal (Part C) and the actual quantities required to complete the Work.

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 Professional, such costs shall be in amounts no higher than those prevailing in the area of the Work and may include the categories listed below.

12.2.1.1 Labor (payroll, taxes, fringe benefits, Worker's Compensation, Health and Retirement benefits, sick leave)

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

12.2.1.3 Rented Equipment (at actual rental rate)

12.2.1.4 Material

12.2.1.5 Supplies

12.2.1.6 Subcontractors' Costs

12.2.1.7 Bonds and Insurance

12.2.1.8 Contractor's Fee (per 12.3)

12.2.1.9 Permit Fees

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

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

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

12.2.3.2 Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.

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

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

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

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

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

12.3 Contractor's Mark-Up

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

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

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

ARTICLE 13 – CHANGE OF CONTRACT TIME

13.1 It is the Contractor's duty, responsibility and obligation to perform the work in accordance with the Contract Documents within the authorized Contract Time. The Contract Time may only be changed by a Change Order, except weather days which are determined by the County's Project Manager and automatically extend the Contract Time by the same number of days. Any request for an extension in the Contract Time shall be made in writing and delivered to the Professional within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the Project Manager within fifteen (15) calendar days after the occurrence, unless the Professional allows additional time. All claims submitted by the Contractor for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond the Contractor's control or fault.

13.1.1 If the Contractor is delayed at any time in the performance, progress, commencement or completion of the Work by any act or neglect of the County or the Professional, by an employee of either, by any separate contractor employed by the County, by changes ordered in the Work, by labor claims, unavoidable casualties, utility conflicts which could not have been identified or foreseen by the Contractor using reasonable diligence or by any causes beyond the Contractor's control or fault, 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 a controlling Work item on the overall project critical path; and then only if the Contractor shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the County or the Professional may be responsible in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole and exclusive remedy against the County for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be right to seek an extension to the Contract Time in accordance with the procedures set forth herein.

13.1.2 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 as directed by the County. Contract time extensions for substandard visibility shall be handled like a weather day.

ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)

14.1 Neither the County nor 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, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 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.

14.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstance and Uncontrollable Forces preventing continued performance of the obligations of this Contract.

ARTICLE 15 – WARRANTY AND GUARANTEE

15.1 Warranty and Guarantee

15.1.1 The Contractor warrants and guarantees to the County that all material 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 construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the Contractor by the Project Manager. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in 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.

15.1.3 All representations, warranties and guarantees made in the contract documents will survive final payment and termination or completion of the agreement.

ARTICLE 16 – ACCEPTANCE OF DEFECTIVE WORK

16.1 Tests and Inspections

16.1.1 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. 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 or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the Professional and at the Contractor's expense.

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

16.2 Access to the Work

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

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 Professional, or if any work is covered contrary to the request of the Project Manager, the work shall, if requested by the Professional or the Project Manager, be uncovered for observation, inspection, testing or approval and replaced at the Contractor's expense. 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 Professional, the Contractor shall promptly, without cost to the County and as specified by the Professional either correct the defective work whether fabricated, installed or completed, or remove it from the site and replace it with non-defective work. If the Contractor does not correct such defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the Professional, the County may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the Contractor or deducted from payment to the Contractor. The Contractor will also bear the expense of correcting or removing and replacing all work of others destroyed or damaged by the correction, removal or replacement of the defective work.

16.6 Acceptance of Defective Work

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 Neglected Work by Contractor

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

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 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 3.5 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Professional and the Project Manager. Progress payments using unit prices bid will be based on the number of units completed.
- 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

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 to the Professional for review an Application for Payment filled out and signed by the Contractor covering the work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If the Contractor intends to submit for payment of stored materials, approval must be given by the County in advance of submitting the pay application. If such payment is requested, materials shall be suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by documentation warranting that the County has received the material free and clear of all liens and evidence that the material 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 10% until such time retainage is reduced in accordance with the contract document or as provided in F.S. 218.735.

17.3 Contractor's Warranty of Title

17.3.1 Contractor warrants and guarantees that title to the work and material 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 Roadway Contractor the Contractor shall prepare a separate Application for Payment for each utility participating in the Utility Work by 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 Project Manager, after receipt of each Application for Payment, will either indicate in writing a recommendation of payment and present the Application for Payment, or return the application to the Contractor indicating in writing the 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.

17.4.2 The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by the Project Manager that based on the review of the Application for Payment and the accompanying data and schedules, that to the best of the 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

17.4.3 Any payment processed including final payment, shall not mean that the County 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.

17.4.4 The Project Manager may refuse to recommend 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 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.

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

17.5 Substantial Completion

17.5.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents.

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

17.6 Final Completion

17.6.1 To receive the Certificate of Final Completion, the Contractor must have completed and submitted the following within the authorized Contract Time: contract close-out documents such as County approved Certified As-built Survey Drawings and electronic files, final Application for Payment request including evidence of insurance and consent of surety to final payment, completed punch list, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 6.3, certificates of inspection, and any other outstanding items listed on the Certificate of Substantial Completion

17.6.2 No final payment will be processed by the County until all required documentation by the Contractor has been accepted and approved by the Professional and the County.

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

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

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.

17.7.1.1 The making and acceptance of final payment will constitute a waiver of all claims by the County against the Contractor, except claims arising from unsettled liens from defective Work appearing after final inspection pursuant to 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 Professional, which will fix the date on which Work will be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if the Contractor makes any approved claim therefore as provided in Articles 12 and 13.

18.2 Termination for Cause

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

- (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 Engineer rejects as unacceptable and unsuitable;
- (d) discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Professional 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 Professional's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or
- (j) for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the County
- (k) fails to comply with the provisions of Chapter 119 of the Florida Statutes.
- (l) If the Contractor disregards laws or regulations of any public agency having jurisdiction;
- (m) If the Contractor disregards the authority of the Professional or the Project Manager; or
- (n) If the Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

For a notice based upon reasons stated in subparagraphs (a) through (n): if the Contractor, within a period of ten calendar days after receiving the notice described 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 the prosecution 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 is less than the sum that would have been payable under the Contract had the defaulting Contractor completed the work then the County will pay the difference to the defaulting 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. If, after the ten 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 prosecute the work in accordance with the County's requirements, then the County may allow 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 – CLAIMS

19.1 The Contractor shall notify the County in writing of all 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.

19.2 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.

19.3 If the Contractor does not agree with any decision of the County, the Contractor shall seek mediation by a certified circuit court civil mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) calendar days of the request for mediation, said mediator will be chosen by the Contractor. Any mediation will be held in Polk County, unless otherwise agreed to by the County. The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties, if the mediator is agreed upon, and by the Contractor if agreement on the mediator cannot be reached. 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 accepted from the final releases.

ARTICLE 20 – PERFORMANCE EVALUATION

20.1 Contractor Evaluation

- 20.1.1 The Contractor's performance shall be evaluated during and after completion of the project. The evaluation shall be conducted in accordance with the Procurement Procedures.
- 20.1.2 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. A sample Deficiency Letter and the Contractor Evaluation Form are available on the County's website at www.polk-county.net under Procurement or from the Procurement Division at 2470 Clower Lane, Bartow, FL 33830.

ARTICLE 21 – ALLOWANCES

21.1 Allowance Work

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

21.1.2 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.

21.1.3 The number of calendar days specified in the Contract for performance of the Work shall include additional time for Allowance Work.

21.1.4 Upon a determination by the County 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 Contractor, the County will request the Contractor prepare an Allowance Authorization Release (AAR) for the work..

21.1.5 All charges and time for Allowance Work must be pre-approved in writing by the County Manager or his designee. Said written pre-approval shall be in the form of an 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 executed AAR.

ARTICLE 22 – ANNUAL APPROPRIATIONS

22.1 Appropriations

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

ARTICLE 23 – UNAUTHORIZED ALIEN(S)

- 23.1 The Contractor 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 Contractor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."
- 23.2 Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- 23.3 If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of the agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

PART B – CONDITIONS OF CONTRACT (Cont'd)

SPECIAL CONDITIONS

ARTICLE 1 – PROJECT DESCRIPTION, LOCATION & SCOPE OF WORK

- 1.1 Description: Stabilization of Libby Alico road and Alico Libby Road, and the resurfacing of Lake Patrick Road North, all known as the Libby Group. Please see table for project details.

Project Name	Functional Classification	Road Name	PCI	From	To	Length (Mi)
LIBBY GROUP	Rural Minor Collector	Alico Libby Road	N/A	Libby Alico Road	Libby Road	1.00
	Local Residential	Libby Alico Road	N/A	Lake Patrick Road N	Alico Libby Road	1.02
	Rural Minor Collector	Lake Patrick Road N.	3.29	Murray Road	Drawdy Road	1.74
SUB TOTALS						3.76

- 1.2 Location: South East of Babson Park
- 1.3 Scope of Work: Work includes, but is not limited to, stabilization, resurfacing, pavement markings, milling and sod.

ARTICLE 2 – QUALIFICATION REQUIREMENTS

- 2.1 Refer to Part A – Bidding Requirements, Instruction to Bidders, Item 1.10 for additional qualification requirements.
- 2.2 The prime contractor shall be required to include a minimum of four (4) recent references of comparable work within the FDOT right-of-way. References will be requested by the Procurement Division during bid analysis. The references must show work performed by the prime contractor submitting the bid. Work performed by the prime contractor acting as a subcontractor for another prime contractor will not fulfill this requirement.
- 2.3 Percentage of Work: The prime contractor shall perform, with his own organization, work amounting to not less than 80% of the total contract amount.
- 2.4 Only those contractors that produce their own asphalt from an FDOT certified asphalt plant are eligible to participate in this solicitation.

2.5 Prime contractor must have a full-time superintendent onsite at all times.

ARTICLE 3 – BASIS OF AWARD

3.1 Lowest responsive and responsible bidder meeting qualifications and specifications.

ARTICLE 4 – PERMITS

4.1 The following permits have been acquired by the County for the project: None.

4.2 The following permits are known to the County and will be required by the project. Applying for and acquiring these permits shall be the responsibility of the Contractor: None

4.3 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. None

ARTICLE 5 – CERTIFIED AS-BUILT SURVEY DRAWINGS

5.1 (None required)

ARTICLE 6 – CALCULATION OF LIQUIDATED DAMAGES

6.1 Summary of liquidated damages are as follows:

Summary of Liquidated Damages

Expense Item	Cost/day
Construction Engineering & Inspection	\$ 438.36
Engineer of Record: (Post Design Services)	\$ -
County Project Manager:	\$ 81.00
Traffic Control:	\$ -
Road User Cost:	\$ 223.14
Liquidated Damages =	\$ 742.50

ARTICLE 7 – SALES TAX SAVINGS

7.1 Sales Tax Savings: the County reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the County exercises this option, the

following procedures shall be used for ordering, receiving, and paying for the component selected:

- 7.1.1 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.
- 7.1.2 Ordering: the County may exercise its right to direct purchase any component of the bid in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected would then be purchased directly from vendors 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 purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

Following receipt of a sales tax savings form from the Contractor the County will issue a purchase order to the material supplier for the component selected for owner direct purchase (ODP). The purchase order will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item selected for ODP.

The contract will be reduced by the amount of all construction materials selected by the County for direct purchase.

- 7.1.3 Expediting: the Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.
- 7.1.4 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 and subcontractors shall be responsible for the safe care, custody and control of all materials.
- 7.1.5 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.

- 7.1.6 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, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed 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.

ARTICLE 8 – TECHNICAL SPECIFICATIONS

- 8.1 **PROJECT SCHEDULES:** The contractor shall submit a construction schedule with the project bid. The duration and sequence for each work order will be established by County. The contractor will commence work and proceed in accordance with the approved schedule.

8.2 QUALITY CONTROL

- 8.2.1 The contractor is responsible for all required testing on the project except when the bid 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. The asphalt producer must be an FDOT approved facility able to produce FDOT approved asphalt mixes.
- 8.2.2 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 in accordance with FDOT Standard Specification Section 105. For all required inspections, tests and approvals on any work prepared, performed or assembled away from the site, the contractor will furnish the 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), American Association of State Highway Transportation Officials (AASHTO), or such other applicable organizations as may be required by law or the bid documents.
- 8.2.3 Material or work in place that fail to pass acceptability tests shall be removed and reconstructed according to the bid requirements at the contractor's expense or as determined by the engineer.

- 8.2.4 No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. The County representative shall have the authority to perform verification tests and reject any materials and suspend the subject work at any time.
- 8.3 **EMERGENCIES:** In the event of an emergency, the contractor shall immediately notify the County.
- 8.4 **WARRANTY:** The contractor shall warrant against all defects in material and workmanship for a period of one year after acceptance.
- 8.5 **QUANTITIES:** The estimated quantities to complete the project are listed on the bid sheet. Note: One ton = 2,000 pounds.
- 8.6 **MAINTENANCE OF TRAFFIC**
- 8.6.1 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.
- 8.6.2 The contractor shall provide, install and maintain traffic devices according to the FDOT Design Standards Index 600 series, latest edition, and applicable laws and ordinances. The traffic control shall provide a safe work zone and safe flow of traffic in and through the project site.
- 8.6.3 There is no separate pay item for maintenance of traffic. The contractor will furnish, install and maintain all traffic control devices as part of the unit bid prices. An intermediate level maintenance of traffic person shall be on site at all times to direct the flagger. All flaggers will be certified and competent to direct traffic so as to protect the project under construction and maintain traffic safety. Any detours or road closures required will be planned in advance and approved by the County. All traffic control devices and installation shall conform to the Manual of Uniform Traffic Control Devices.
- 8.6.4 The contractor shall place proper MOT signs prior to starting any operation and signs will remain up until the job is complete. Shoulder work, sod, seeding and mulching shall be done after the structure or leveling courses and prior to the surface course and work must continue uninterrupted until the work is completed.
- 8.6.5 The contractor shall remove maintenance of traffic devices when no longer required at no additional cost to the County
- 8.6.6 When a lane and/or road closures is required, the contractor shall submit a completed Request for Lane or Road Closure Form to the construction project manager at least 10 calendar days before the date of the proposed closure. At the discretion of the County, the maintenance of traffic for the lane and/or road

closure may be provided by the County's annual maintenance of traffic contractor. No closures shall be implemented without County approval

8.7 PAVEMENT MARKINGS

8.7.1 The contractor shall install temporary pavement markings. The cost for this work is incidental to the resurfacing items.

8.7.2 Permanent pavement markings will be paid for under Item PC-021, Permanent Pavement Markings, LS. A bid from the striping subcontractor for this site specific work needs to be provided with this bid.

8.8 SURFACE PREPARATION: The contractor will be responsible for the preparation of the surface prior to the laying of the mixture in accordance with FDOT Standard Specification Section 300 and 327. All dirt, grass and loose cold material shall be removed before applying tack coat.

8.9 RESURFACING, WIDENING, AND PAVED SHOULDER PROJECT

8.9.1 Contractor will use equipment of appropriate size for the roadway lane width on project for milling, paving, and widening.

8.9.2 Leveling courses shall be installed as directed with spot patching being done prior to installing the leveling course. Steel drum and/or rubber tire rolling will be required on leveling courses unless prior approval is given by the County's Inspection and Testing Office.

8.9.3 Milling of existing asphalt pavement shall be done in accordance with FDOT Standard Specification Section 327. Contractor shall perform a milled butt joint at the beginning and end of each of a resurfacing operation.

9.0 STABILIZATION PROJECTS

9.0.1 If sub grade stabilization is required and requested by the County, the contractor will be responsible for assuring that the sub grade meets a Limerock Bearing Ratio of 60, in accordance with FDOT Standard Specification Section 160. If testing on the existing sub grade does not meet a Limerock Bearing Ratio of 60, the contractor will be required to supplement the soil with additional stabilizing material sufficient to achieve the desired Limerock Bearing Ratio. This material will also require testing at a frequency stated in FDOT Standard Specification Section 160 at a minimum of three (3) locations. Coordinate with the County, the locations of these tests.

9.0.2 If the contractor is requested to perform stabilization, the frequency shall be as stated in FDOT Standard Specification Section 160 and the location will be determined by the County. The tests shall be performed on the completed

stabilization and satisfactory test results will be provided to the County prior to starting paving activities

9.0.3 The first lift of asphalt shall be installed with a track mounted paving machine

10.0 ASPHALT AND ROADWAY REPAIR

10.0.1 **STANDARD PRACTICE FOR ASPHALT AND BASE REMOVAL AND REPLACEMENT:** Saw cut, remove and dispose of existing asphalt pavement. Once the asphalt is removed and the base rock is exposed, an inspection of the base shall be performed. If the existing base is acceptable, install two (2) inches minimum of appropriate asphalt to original grade. If the existing base is defective, remove the defective base area to a minimum of six (6) inches in depth and install a minimum of six (6) inches of asphalt base prior to installing two (2) inches minimum of appropriate asphalt to original grade. Install top course overlay covering the length of the repaired area and shall have a milled butt joint at a minimum distance of fifty (50) feet on either side of the repaired area. Extend the overlay the full width of the roadway maintaining the existing cross slope.

10.0.2 The above standard practices are for example purposes; the pay items may be adjusted to accommodate individual situations. The minimum area for repair shall be no less than one (1) square yard per work order, either at one location or as a total of multiple sections on one road or a grouping of roads

11.0 THIN LIFT PAVING

11.0.1 This section describes the materials, composition, job mix formula, and compensation for Thin Lift Paving. The requirements for equipment for pavements are specified in the FDOT Standard Specification Section 320-5.3. Specifically eight (8) ton tandem steel wheel rollers, including pneumatic-tired traffic rollers shall be used to obtain acceptable compaction.

11.0.2 MATERIALS

11.0.2.1 Aggregate materials for use in this pavement shall be granite screening from an FDOT approved source of supply, obtained from the crushing of material meeting FDOT Standard Specification Section 901-2.2 and 902-5.2.1.

11.0.2.2 Bituminous material for payment shall be Asphalt Cement PG Grade, meeting the requirements of FDOT Standard Specification Section 916.1. The bituminous material will contain 0.5% of a heat stable anti-stripping agent, from an approved source.

11.0.2.3 Tack coat shall meet the provisions outlined in FDOT Standard Specification Section 300-2.3.

11.0.2.4 Mix Requirements – Gradation of the mixture shall be as follows:

Sieve Size	Percent Passing
3/8"	>98
No. 4	85-100
No. 10	55-75
No. 40	15-30
No. 80	7-18
No. 200	4-10

11.0.2.5 Gradation and asphalt content of the mix during production shall be determined by the County at the minimum frequency of once per 500 tons produced and also by the producer at a frequency of once per day if production exceeds 100 tons, or whenever consecutive days of production exceeds 100 tons. Should any test result fall outside tolerances listed in FDOT Standard Specification Table 334-4, production will be suspended until corrective action satisfactory to the County is taken.

11.0.2.6 Air void content by design will be between eight and fourteen percent (8% - 14%). Void content will be verified by the vendor, at a minimum of once per day of production.

11.0.2.7 Marshall Stability for this mixture will be in excess of 1,000. Producer shall provide the County with a design mix for approval prior to beginning production. Item 2 through 9 of the FDOT Standard Specifications for Road and Bridge Construction, 2000 edition, Section 331-4.3.1 and Section 331-4.3.2 of the Standard Specifications shall apply to design mix requirements.

11.0.2.8 Basis of Payment: The bid price per square yard or per ton, as applicable shall be full compensation for all work specified under this Section. Payment reduction for not meeting pounds per square yard thickness: if the application rate falls 10% below the specified amount, the unit price will be reduced 20%.

11.0.2.9 The following FDOT Test Procedures are to be used for verification.

Stability and Flow	FM 5-511
Max Theoretical Specific Gravity	FM T-209
Extraction and Gradation	FM 5-563
Lab Compacted Gravity	FM T -166

12.0 BID ITEM NOTES

- 12.0.1 **MOBILIZATION:** There is no separate pay item for mobilization. The cost for this work is incidental to the bid items.
- 12.0.2 **EROSION CONTROL:** These items are to be installed at the direction of the Polk County Inspection and Testing inspector. Sod, seed and mulch, and seeding-hydro shall include the cost for seed, mulch, fertilizer and water as required to achieve a healthy stand of grass.
- 12.0.3 **REMOVAL OF EXISTING ASPHALT AND CONCRETE:** To include the saw cutting, removal and disposing of existing asphalt or concrete including curbs, sidewalks, mitered ends, etc.
- 12.0.4 **REGULAR EXCAVATION:** To include the removal of existing suitable subgrade material.
- 12.0.5 **SUBSOIL EXCAVATION:** To be used for removal of unsuitable material.
- 12.0.6 **EXCAVATION, BORROW:** To be used when sufficient quantities of suitable material are not available on the job site to properly construct the embankment, subgrade and shoulders.
- 12.0.7 **OPTIONAL BASE (ASPHALTIC BASE COURSE):** To be used in areas where it is not practical to utilize other base groups. The contractor shall perform all trenching operations on widening projects. The cost will be included in item numbers 285-7-A1 and 285-7-A2.
- 12.0.8 **OPTIONAL BASE (CRUSHED CONCRETE):** Crushed concrete to have minimum Limerock Bearing Ratio of 100, density requirement will be 100% of T-180 proctor. Contractor will furnish a Limerock Bearing Ratio and proctor to the County prior to construction. The contractor shall perform density testing in the field. Crushed concrete to be installed at no less than four (4) inches thick primed.
- 12.0.9 **TYPE B STABILIZATION:** The cost of all work, material and testing will be included in the cost for Type B Stabilization (Item Number 160-4).
- 12.0.10 **PERFORMANCE TURF:** Use Bahia Sod or like kind inside County Right-of-Way. The contractor, at his own expense, is responsible for repair to County Right-of-Way or Private property disturbed during construction.
- 12.0.11 **SHOULDER REWORK:** This item is to include all work and materials and disposal of any material necessary to prepare the shoulder. Sod or seed and mulch to be paid for under Performance Turf.

- 13.0 The successful contractor(s) shall submit a mix design for each type of asphalt to the County for approval before beginning mix production. The mix design will be based on FDOT Marshall Design properties for bituminous concrete Type-S mixes and FDOT Superpave Design properties for Superpave and Friction Course mixes. In addition, the contractor(s) shall issue proof of FDOT certification on all material incorporated in the mix on a regular basis while producing for the County. Materials that fail to meet FDOT requirements will be rejected. Mixes shall contain no more than 30% recycled materials.
- 14.0 Quality control testing for Superpave asphalt shall be per FDOT Standard Specification Section 334 Option number 1. A lot shall be defined as 100 tons or one day's production or as determined by the engineer. Test results shall be submitted to the County no later than one working day after production.
- 15.0 MIX TEMPERATURE: Shall be in accordance with FDOT Standard Specification Section 330-6.3.
- 16.0 QUALITY CONTROL: The contractor shall submit a quality control plan to the County in accordance with FDOT Standard Specification Section 105 for approval.
- 17.0 INSPECTOR'S AUTHORITY: The Inspection and Testing Office representative shall have the authority to reject materials or suspend work at any time. Outstanding issues are to be resolved as expeditiously as possible.
- 18.0 The normal working hours of the County Inspectors are 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays. If the contractor desires to work outside of regular hours, the contractor must get prior approval from the Inspection and Testing Office; this request must be made 48 hours prior to the planned work schedule.
- 19.0 Work on railroad crossings that require additional railroad insurance or additional flaggers shall be handled on a case-by-case basis. The successful contractor shall submit a work order to the County with additional cost detailed. After approval of the work order and completion of the project, the successful contractor shall invoice the County for the actual cost of securing the insurance and/or flagger on a separate invoice. Payment for this item shall be paid under item PC-023, Railroad insurance.

20.0 INVOICES: Invoices shall be based on actual quantities (verified by delivery tickets) used and should be submitted seven (7) working days after job completion. No invoice will be paid unless all associated test reports are submitted with the invoice. Invoices shall be submitted to the following:

VIA MAIL	HAND DELIVER
Polk County Inspection & Testing P.O. Box 9005, PW09 Bartow, Florida 33831-9005	Polk County Inspection & Testing 1745 US Highway 17 South Bartow, Florida 33830

SALES TAX SAVINGS FORM

Contract #: _____

Description of Project: _____

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

- (1) This is the amount to be deducted from the contract by deductive change order.
- (2) List the amount of the sales tax included in the material purchase line item from the Bid Sheets.
- (3) List the amount to be used by Procurement to issue the direct purchase order.

Part C – BID SUBMITTAL
(Unit Price)

NAME OF PROJECT: BID #11-059, STABILIZATION OF LIBBY ALICO ROAD, ALICO LIBBY ROAD AND RESURFACING OF LAKE PATRICK ROAD NORTH

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

****TYPE OR USE BLACK INK****

***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 page BSU-1a through BSU-1i.) | \$ _____ |
| | WRITTEN AMOUNT (SPELL OUT) | |
| | | <u>DOLLARS</u> |
| | | <u>CENTS</u> |
| 2. | CONTRACT TIME TO COMPLETE THIS PROJECT | _____ 30 _____ CALENDAR DAYS |
| 3. | NAME OF BIDDER: _____
(typed or printed: firm, corporation, business or individual) | |

BID SHEET

The bid sheets for this solicitation are available in Excel format on the County's "Notice of Bids" page (<http://www.polk-county.net/bids.aspx>). All Bid Sheets are to be submitted on a cd with your Bid Package along with the hard copy. The CD must be labeled with the company name and Bid number.

Deviation from the Bid Sheets is strictly prohibited and will not be accepted. The Bid Sheets are locked and you need only enter the unit cost. The Bid Sheet will automatically calculate the extensions. Therefore, you must enter the Unit Cost per the Unit Packaging as requested on the Bid Sheets.

**BID #09-030-CAR,
OVERLOOK DRIVE AND CARL FLOYD ROAD IMPROVEMENTS**

Item #	UoM	Approx Qty	Item	Unit Price In Figures	Total Amount
120-2-2	CY	695	Borrow Excavation (Truck Measure)		\$ -
160-4	SY	25,363	Type B Stabilization		\$ -
334-1-13A2	TN	3,182	Superpave Asphaltic Concrete (Traffic C, SP 9.5)(PG 67-22) Greater than 21 TN		\$ -
334-1-13B2	TN	4,247	Superpave Asphaltic Concrete (Traffic C, SP 12.5)(PG 67-22) Greater than 21 TN		\$ -
577-70	Sy	21,494	Shoulder Rework		\$ -
PC-001-B	SY	25,364	Barricades (Temp - Type I, II, VP & Drum)		\$ -
570-1-B	SY	21,494	Perfomrance Turf-Sod (Bahia)		\$ -
285-7-A2	TN	25	Optional Base (Asphaltic Base Course)		\$ -
PC-020	CY	13	Removal of Asphalt/Concrete & Sawcutting		\$ -
PC-002-A	EA	20	Testing-LBR		\$ -
PC-002-C	EA	20	Testing-Density		\$ -

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)

A Polk County Procurement Card will be accepted as a method of payment. ☐ Yes ☐ No

Note: If Bidder checks “yes” above, Bidder agrees that the County will use a County issued Visa Card for the payment of any and all applications for payment submitted as a result of the performance of this bid.

BIDDER: _____

BY: _____
(Authorized Signature – in ink)

(Printed Name of Signer)

(Printed Title of Signer)

Address	City	State	Zip Code
---------	------	-------	----------

Telephone Number	Fax Number
------------------	------------

Email Address

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent 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

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(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

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(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

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

**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.

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 Bid 11-059, Stabilization of Libby Alico Road and Alico Libby Road, and resurfacing of Lake Patrick Road North

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted, the Principal shall, within ten (10) days after the date of receipt of written Notice of Award of Contract execute a Contract in accordance with the Bid Submittal and upon the terms, conditions and price set forth therein, in the form and manner contained in the Contract Documents and executes a sufficient and satisfactory Contract Documents and executes a 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 within the time specified above, 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 total of the Base 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: _____

OWNER ADDRESS: _____

OWNER PHONE NO: _____

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 the Board of County Commissioners, Polk County, 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 11-059, Stabilization of Libby Alico Road and Alico Libby Road, and resurfacing of Lake Patrick Road North, 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 Contract #_____, and the inclusion by _____ (Principal) in Applications for Payment to Polk County Board of County Commissioners (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 _____

Title _____

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

(Title)

My Commission expires _____

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

State of _____)
SS
County of _____)

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

1. They are _____ of _____, hereafter referred to as the Subcontractor;
2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to _____ the Contractor for certain work in connection with Bid: 11-059, Stabilization of Libby Alico Road and Alico Libby Road, and resurfacing of Lake Patrick Road North
3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title _____

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

(Title)

My Commission expires _____

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK BID # 11-059

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, Article 2.3 of the contract documents for Bid # Bid 11-059, Stabilization of Libby Alico Road and Alico Libby Road, and resurfacing of Lake Patrick Road North
- 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

[illegible]

**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 www.polk-county.net, Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

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

EXHIBIT VII
MATERIAL LIST

The Bidder shall list all suppliers for the material items listed below and total dollar amount to be paid.

Item	Supplier	Total Amount
1. _____	_____	\$ _____
2. _____	_____	\$ _____

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

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

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

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

Contractor's Name: _____

Address: _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

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

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

Printed Name

Title

Signature

Date

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

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

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

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

Bidders Signature

Date

EXHIBIT X

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

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

Dated this _____ day of _____, 20 _____

Name of Firm _____

By _____

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This _____ day of _____, 20 _____

Notary Public: _____

My Commission Expires: _____

EXHIBIT XI

Page _____ of _____ pages

Contract No.: _____

To: _____

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

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

- | | | |
|--|--|------|
| 1. ORIGINAL CONTRACT SUM | | |
| 2. Net change by Change Orders | | \$ - |
| 3. CONTRACT SUM TO DATE (Line 1 +/- 2) | | \$ - |
| 4. TOTAL COMPLETED & STORED TO DATE (Col. G) | | |
| 5. RETAINAGE | | |
| a. 10 % of Completed work | | |
| (Column D + E) | | |
| b. 10 % 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 to the best of the Contractor's knowledge, information and belief 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.

State of: _____ **County of:** _____

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

Notary Public:

My Commission expires:

COUNTY: _____ By: _____
Authorized Signature Date

SCHEDULE OF VALUES

[illegible]

[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.

_____ Subcontractor or Supplier Name	_____ Subcontractor or Supplier Name
_____ Street Address	_____ Street Address
_____ City, State and Zip	_____ City, State and Zip

State of Florida

County of _____

Sworn to and subscribed before me this _____ day
of _____ by _____

(Print name of authorized person signing Certification)

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.

(Notary Public)
Expires

Commission

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

Contractor

By

Title

Instructions:

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

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
TOTAL:					

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

PROJECT:

**AAR NUMBER:
CONTRACT NO.:**

**POLK COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACTOR:

BARTOW, FLORIDA 33830

ARCHITECT/ENGINEER:

**DESCRIPTION OF
ALLOWANCE WORK:**

Reason for change:

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

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

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

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONTRACTOR: _____

COUNTY: _____

Date: _____

Department Director
Date: _____

ARCHITECT/ENGINEER: _____

Date: _____

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

CHAIRMAN

Date: _____

**EXHIBIT XVII
CHANGE ORDER**

**PROJECT:
BID NO.:**

**CHANGE ORDER NUMBER:
CONTRACT NO.:**

CONTRACTOR:

**POLK COUNTY
BOARD OF COUNTY COMMISSIONERS**

BARTOW, FLORIDA 33830

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	-0-
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 BOARD OF COUNTY COMMISSIONERS

CHAIRMAN

Date: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

**EXHIBIT XVIII
CHANGE ORDER
(DECREASE)**

**PROJECT:
BID NO.:**

**CHANGE ORDER NUMBER:
CONTRACT NO.:**

CONTRACTOR:

**POLK COUNTY
BOARD OF COUNTY COMMISSIONERS**

BARTOW, FLORIDA 33830

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	-0-
Contract Sum prior to this Change Order	\$
Contract Sum will be decreased by this Change Order in the amount of	\$
New Contract Sum including this Change Order will be	\$
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: USER DIVISION

DEPARTMENT DIRECTOR

Date: _____

**EXHIBIT XIX
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 # 11-059

Contractor

Signature

Printed Name of Signer

Date

**EXHIBIT XX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: 11-059 PROJECT NAME: Stabilization of Libby Alico Road and Alico Libby Road, and Resurfacing of Lake Patrick Road North

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 XXI
STATEMENT OF NO BID**

If submitting a "NO BID", Bidder shall return this form to The Polk County Board of County Commissioners Procurement Division, 2470 Clower Lane, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Article 2.3 of the contract documents for Bid # Bid 11-059, Stabilization of Libby Alico Road and Alico Libby Road, and resurfacing of Lake Patrick Road North 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 and Fax Number

Date

EXHIBIT XXII **VENDOR APPLICATION**

Please type or print			
Date:		Federal Employer ID#/Social Security #	
Company Name:			
Pay to Address:		Business Tax Receipt #	
City:	State:		
Phone: ()		Fax: ()	
Physical Address:		Professional License # (If Applicable)	
City:		State:	
Zip:		Contractor's License # (If Applicable)	
Phone: ()		Fax: ()	
Organization: (check one) ☐ Individual ☐ Partnership ☐ Corporation (Incorporated under the laws of the state of _____)			
Person to contact for Quotes or Bids:		COMPANY CLASSIFICATION MUST CHECK ONE ☐ Caucasian ☐ African American ☐ Hispanic American ☐ Asian-Pacific American ☐ Native American ☐ Asian-Indian American If one of the above is checked please indicate whether ☐ Female ☐ Male ☐ Publicly Traded Corporation ☐ Employee Owned Company Companies that are not classified will NOT be added to the County's Vendor Database.	
E-Mail Address (must be completed in order to receive bid/quote solicitations):			
Contacts Phone #:			
Type of Business:			
List the commodity code number(s) for your business. A complete list of codes can be found at http://www.polk-county.net . Purchasing & Bids, Vendor Registration _____ _____			

I have previously completed an application and there have been no changes.

Signature _____

Date _____

You will be registered for the following commodity code(s).

<u>Code</u>	<u>Description</u>
913..27	Highway & Road Construction

To be solicited for other types of work go to the Purchasing website at www.polk-county.net, Purchasing & Bids, Vendor Registration. Review the commodity codes listed and email any additional codes to purchasing@polk-county.net along with your company name and contact information.

EXHIBIT XXIII – Lane Closure
POLK COUNTY INFRASTRUCTURE MANAGEMENT DEPARTMENT

Board of County Commissioners

Facilities Management Division
Parks and Natural Resources Division
Transportation Division
Utilities Division
Waste Resource Management Division



Equal Opportunity Employer

WILLIAM D. BEASLEY, P.E., DIRECTOR
Administration: 330 W. Church Street
Bartow, FL 33830
Phone: (863) 534-6417
Fax: (863) 534-6024
www.polk-county.net

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:

NOTIFICATION:

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

Attach Map and/or Detour

Reviewed by:

Approved by:

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

Amy J. Shafer, P.E.
Traffic Engineer

Laurie M. Hayes, P.E.
Engineering Section, Engineering Manager

This notice is provided as a public service by Polk County Traffic Engineering and Operations.

Facilities Management
2160 Marshall Edwards Drive
Bartow, FL 33830
Phone: (863) 534-5511
Fax: (863) 534-5542

Parks and Natural Resources
4177 Ben Durrance Road
Bartow, FL 33830
Phone: (863) 534-7377
Fax: (863) 534-7374

Transportation
330 W. Church Street
Bartow, FL 33830
Phone: (863) 534-6700
Fax: (863) 534-6721

Utilities
1011 Jim Keene Blvd., SR 540
Winter Haven, FL 33880
Phone: (863) 298-4100
Fax: (863) 298-4292

Waste Resource Management
10 Environmental Loop
Winter Haven, FL 33880
Phone: (863) 284-4319
Fax: (863) 284-4321

EXHIBIT XXIV – Road Closure
POLK COUNTY INFRASTRUCTURE MANAGEMENT DEPARTMENT

Board of County Commissioners

Facilities Management Division
Parks and Natural Resources Division
Transportation Division
Utilities Division
Waste Resource Management Division



Equal Opportunity Employer

WILLIAM D. BEASLEY, P.E., DIRECTOR
Administration: 330 W. Church Street
Bartow, FL 33830
Phone: (863) 534-6417
Fax: (863) 534-6024
www.polk-county.net

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR CLOSURE:

CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

NOTIFICATION:

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

Attach Map and/or Detour

Reviewed by:

Approved by:

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

Wendy M. Alsbaugh, P.E.
Transportation Division Director

Amy J. Shafer, P.E.
Traffic Engineer

William D. Beasley, P.E.
Infrastructure Management Department Director

Laurie M. Hayes, P.E.
Engineering Section, Engineering 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 Traffic Engineering and Operations.

Facilities Management
2160 Marshall Edwards Drive
Bartow, FL 33830
Phone: (863) 534-5511
Fax: (863) 534-5542

Parks and Natural Resources
4177 Ben Durrance Road
Bartow, FL 33830
Phone: (863) 534-7377
Fax: (863) 534-7374

Transportation
330 W. Church Street
Bartow, FL 33830
Phone: (863) 534-6700
Fax: (863) 534-6721

Utilities
1011 Jim Keene Blvd., SR 540
Winter Haven, FL 33880
Phone: (863) 298-4100
Fax: (863) 298-4292

Waste Resource Management
10 Environmental Loop
Winter Haven, FL 33880
Phone: (863) 284-4319
Fax: (863) 284-4321

**EXHIBIT XXV
WORK PLAN
CONTROLLING ITEM OF WORK**

POLK COUNTY PROJECT NO. _____ CONTRACT NO. _____

In accordance with the accepted work schedule, the controlling items of work for the period (weekly / bi-weekly) from
_____ to _____ are as follows:

Description		Location/Limits
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____

Prime Contractor or Subcontractors will work: _____ 5 day work week _____ 6 day work week
 _____ 7 day work week _____ Other

Contractor's comments:

Submitted by: _____
Contractor's Representative (signature) Date

Project Engineer's comments:

Approved by: _____
Project Engineer (signature) Date

Distribution: Original - Project File
1 Copy - Contractor (as requested)

PART E
CONTRACT

This Contract, made this _____ day of _____, 20__ (bid award date), between the Polk County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter known as the "County", and _____ their successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at their own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid 11-059, Stabilization of Libby Alico Road and Alico Libby road, and resurfacing of Lake Patrick Road North

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 Bid Price of \$_____ plus the Allowance amount of \$_____ the total sum being \$_____. This total Contract Price shall be reduced by any unused amount of the Bid Price or Allowance, if such Work is not completed.

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

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after receipt of Notice to Proceed. The Contractor will complete all Work in its entirety within the _____ calendar 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 ten percent (10%) 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 to the Board of County Commissioners, Polk County once it is executed.

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

ATTEST: RICHARD M. WEISS, CLERK

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

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN, BOARD OF COUNTY
COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

County Attorney's Office Date

ATTEST:

CONTRACTOR: _____

Corporate Secretary

BY: _____
Authorized Corporate Officer or Individual

SEAL

(Printed or Typed Name of Signer)

(Printed or Typed Title of Signer)

(Business Address of Contractor)

(Telephone Number)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. 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 stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging partner or agent)

on behalf of _____ a partnership. 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

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(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

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)