

Bid Notice

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing mowing and maintenance as described herein. Sealed bids must be received in the Procurement Division, prior to the due date and time listed below.

Bid Number and Title: 26-349 Pond Mowing and Maintenance – Roads and Drainage

Description: Provide the necessary labor, material, equipment, and supervision to provide pond mowing and maintenance services for various locations throughout Polk County

Receiving Period: Wednesday, August 19, 2026, prior to 2:00 p.m.

Bid Opening: Wednesday, August 19, 2026, 2:00 p.m.

To receive a copy of the **Bid Sheet** please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder “**Bid 26-349, Pond Mowing and Maintenance – R&D.zip**”, select “Open” or “Save As” to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Divina Arroyo at divinaarroyo@polkfl.gov.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid. Submit all questions to Divina Arroyo, Procurement Analyst, via email at divinaarroyo@polkfl.gov by 4:00 p.m.; August 10, 2026.

Bid Registration

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

Bid Number: 26-349

Bid Title: Pond Mowing and Maintenance – Roads and Drainage

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

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polkfl.gov. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

BID SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

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

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	26-349
Bid Title	Pond Mowing and Maintenance – Roads and Drainage
Due Date/Time:	August 19, 2026, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

Electronic Bid Submittal:

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

For PDF documents “Bid 26-349 – Title of Document”

For Excel Bid Sheets “Bid 26-349 – Bid Sheet”

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Divina Arroyo at divinaarroyo@polkfl.gov.

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

Statement of No Bid

Bid # 26-349, Pond Mowing and Maintenance – Roads and Drainage

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via e-mail to procurement@polkfl.gov. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

- ☐ Insufficient time to respond.
- ☐ Do not offer this product.
- ☐ Specifications unclear.
- ☐ Specifications too restrictive
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond/insurance requirements.
- ☐ Schedule would not permit us to perform.
- ☐ Other (please specify): _____

Company Name: _____

Telephone Number: _____

Date: _____

Signature: _____

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Bidder Instructions and General Information

Bidder Instructions:

To ensure acceptance of the bid, follow these instructions:

Bid Documents Must Be Delivered to The Procurement Division Prior to 2:00 p.m. On The Date Specified. There Will Be No Exceptions.

1. **Execution of Bid:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **No Bid:** Bidders not interested in submitting a bid should return a “no bid,” with an indication of the reason for no bid and the interest in future bid solicitations.
3. **Bid Opening:** It is the responsibility of the bidder to assure that their bid is delivered or submitted electronically at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. If multiple bids are submitted by the same vendor, Procurement will only open the most recently dated submittal. Bids, which for any reason are not so delivered, will not be considered. **Bid Submittal Forms Using Facsimile or Email Will Not Be Accepted.**

Note: In accordance with Florida Statute 119.071, a listing of vendors that provide a bid submittal shall be posted to the County’s website at <https://www.polkfl.gov/business/procurement/>. The sealed bids shall remain exempt from disclosure, including bid amounts, until recommendation of award or 30 days after bid opening, whichever event occurs first.

Should the Procurement Director reject all bids, before the recommendation of award or 30 days after bid opening, and concurrently provide notice of the County’s intent to reissue the bid, the rejected bids will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued bid or until the County withdraws the reissued bid. The bid is not exempt for longer than 12 months after the notice of rejection of all bids.

4. **County as Gatekeeper of Documents:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.
5. **Taxes:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of the bid.
6. **Discounts:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid

evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

7. **Mistakes:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
8. **Invoicing and Payment:** The successful bidder shall submit an invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division.** The bidder shall include the bid number and/or the purchase order number on all invoices. By submitting an invoice, Bidder's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Bidders performance of the Service or the County's acceptance of any work.
9. **Conflict of Interest:** 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. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **Warranty:** Unless otherwise specified, the bidder agrees that the goods furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
11. **Addendum:** Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or his representative. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid submittal.
12. **Liability:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process or article manufactured or used in the performance of the bid, including its use by the County. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

14. **Cone of Silence:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Bid with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Bid and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this bid and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid that the County may issue in the future.
15. **Bid Protest:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polkfl.gov/business/procurement/protest-procedures/>.

“Failure to Follow Bid Protest Procedure Requirements Within the Time Frames Prescribed Herein as Established by Polk County, Florida, Shall Constitute a Waiver of Your Protest and Any Resulting Claim.”

16. **Indemnification:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.
17. **Public Entity Crimes:** The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of

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

18. **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 Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **Sealed Bids:** All bid submittals must be completed and submitted either in a sealed parcel or submitted electronically. **(If Submitting a Sealed Parcel Bid, Please Do Not Include More Than One Bid Submittal Per Envelope.)** The original bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
20. **Prices, Terms and Payment:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within Polk County. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.
21. **Safety Standards:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
22. **Packaging:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
23. **Meets Specifications:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
24. **Silence of Specifications:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
25. **Governmental Restrictions:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to delivery, it shall be the responsibility of the supplier to notify the Procurement Division at once. Their letter shall indicate the specific regulation, which required an alteration. The

County reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the County.

26. **Toxic Substances: Notice of successful vendor(s) to provide to Polk County toxic substances (As listed in Chapter 442, Appendix “G” of the FS) if applicable.**
- a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet(s), herein referred to as MSDS, which to the best of the manufacturer’s, importer’s or distributor’s knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the County with the revised information as it becomes available to the manufacturer, importer or distributor.
 - b. Failure to provide the MSDS, when applicable, shall be cause for rejection of bid.
27. **Inspection, Acceptance and Title:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County, unless loss or damage results from negligence by the County.
28. **Samples:** Samples of items, when called for, must be furnished free of expense and may, upon request, be returned at the bidder’s expense. Each individual sample must be labeled with bidder’s name, manufacturer’s brand name and number, bid number and item reference. Samples of successful bidder’s items may remain on file with Procurement for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Procurement Division shall dispose of the samples.
29. **Code of Ethics:** If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

General Information

1. Definitions:

- The term “County” means the Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
- The term “Contract” means this bid document, any and all Addenda issued, and the Contractors bid submittal.

- The term “Vendor”, “Contractor” means the successful bidder(s) who executes a contract with the County.
2. **Award(s):** As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the Special Conditions; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
 - Vendor’s evaluation – quality of performance on previous projects.
 - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
 - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
 - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
 - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
 - The ability of the bidder to provide future maintenance and service, as required or needed.
 - The number and scope of conditions attached to the bid.
 3. **Effective Date:** The date of issuance of a Notice to Commence by the County Procurement Division.
 4. **Prohibition Against Considering Vendor Interests:** In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor’s social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor’s social, political, or ideological interests.
 5. **Local Preference:** It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

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

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

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

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

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

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

6. **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 federal, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

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

7. **Non-Conformance to Bid Conditions:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
8. **Assignment:** Any purchase order issued pursuant to this bid and the monies which may become due herein are not assignable except with the prior written approval of the Procurement Director.
9. **Disputes:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
10. **Facilities:** The County reserves the right to inspect the bidder’s facilities at any time, with prior notice.
11. **Placing of Orders:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
12. **Precedence:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.

13. **Additions/Revisions/Deletions:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets 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.
14. **Termination/Suspension:** The County may terminate the Contract resulting from this Bid at any time, in whole or in part, in accordance with and subject to the following:
- a. The County may terminate the Contract for the County's convenience by delivering 30 days' prior written notice of termination to the Contractor.
 - b. The County may terminate the Contract immediately if the User Division determines that the Contractor is in material default of its Contract obligations, has notified the Contractor of such default by delivering a Vendor Complaint Form to the Contractor specifically describing the basis of the complaint and the conditions of the Contractor's default, and ten (10) days have passed since the Contractor's receipt of the Vendor Complaint Form without all defaults as described therein having been fully corrected. Notwithstanding anything to the contrary contained herein, the County may terminate the Contract immediately, without notice or any opportunity to cure, if the services rendered for the Contract cause or threaten endangerment to public health, safety or welfare.
 - c. Upon receipt of any termination notice as described above, the Contractor shall:
 - Immediately discontinue all work unless the County's notice directs otherwise, and
 - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Contractor may have accumulated or generated in the course of performing the work of the Contract.
 - d. In the event this Bid and/or the resulting Contract is terminated due to the Contractor's material default which is not cured within the allotted time period as described above, the Procurement Director may also suspend or debar the Contractor in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual. The rights and remedies of the County provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under the Bid and/or the resulting Contract.
15. **Cancellation:** All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.

16. **Price Adjustments:** Any price decrease executed during the Contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the County.
17. **Manufacturer's Names and Approved Equivalents:** Any manufacturer's names, trade names or brand names are for information only and are not intended to limit competition. The bidder may offer any brand for which they are an authorized representative that meets or exceeds the specification for any item(s). If bids/proposals are based on equivalent products, indication should be made on the bid/proposal form of the manufacturer's name and number. Bidders shall submit with their bid/proposal, cuts, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specification(s) and not be considered an exception thereto. Bids/proposals lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Procurement Division shall be notified of any proposed changes in the following:
- (i) materials used;
 - (ii) manufacturing process; and
 - (iii) construction.

Changes shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Procurement Director.

17. **Plans and Specifications:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
18. **Performance and Payment Bond:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise 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 Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.
19. **Annual Appropriations:** The vendor 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.

20. **Price Increase:** The Procurement Director reserves the right to increase/decrease price after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the Consumer Price Index (CPI-U) unless otherwise stated in the Special Conditions.
21. **Uncontrollable Forces (Force Majeure):** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.

22. **Unauthorized Alien(s):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a

violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

23. Employment Eligibility Verification (E-Verify)

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

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

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

24. Attorney's Fees and Costs: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

25. Public Records Law.

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

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

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

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

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

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

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

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY**

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7670

EMAIL: RMLO@POLKFL.GOV

26. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

- (i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
- (ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:
 - (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; and
 - (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
- (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

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

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

- (ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).
- 27. **No Construction Against Drafter:** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Signature Acknowledgement

(Submittal Page)

To Polk County, a Political Subdivision of the State of Florida

Date: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the bidder.

Vendor Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

(Area Code) Telephone Number: _____

Toll Free Number: _____

Email Address: _____

Authorized Signature: _____

Name: _____

Title: _____

This bid may be used by any other Government Agency. ☐ YES ☐ NO ☐ N/A

Bidders Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

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

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 programs, 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 (1).
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, plea of guilty or nolo contendere to, any violation of Chapter 1893 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.

Vendor Signature: _____

Date: _____

Non-Collusion Affidavit of Prime Bidder

(Submittal Page)

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

1. He - She is _____ of _____, the Bidder that has submitted the attached Bid;

2. He - She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

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

4. Neither the said Bidders nor any of 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 in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

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

Signed: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____ (AFFIX NOTARY SEAL)

Insurance Requirements

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified below 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.

Commercial General Liability Insurance: \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG.

Comprehensive Automobile Liability Insurance: \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Workers’ Compensation Insurance \$1,000,000; providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers’ compensation law must provide either a workers’ compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry).

Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance.

The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W. Church St., Bartow, Florida 33830.

The general liability and workers’ compensation policies shall contain a waiver of subrogation in favor of Polk County.

An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the County copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the County with 30 days’ prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy

Insurance

(Submittal Page)

By signing below, the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in this Bid.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (General policy)
- Polk County will be named as an additional insured for automobile liability and general liability
- The General Liability and Workers Compensation policy will contain waiver of subrogation in favor of Polk County

Company Name: _____

Bidder Signature: _____

Safety Requirements/Regulations

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Vendor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Vendor 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. All Vendors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 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 Vendor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

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

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

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

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

26-349, Pond Mowing and Maintenance – Roads and Drainage

First violation: 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 Vendor to additional contract time or compensation.

Liquidated damages provision will remain in full force and effect.

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

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

1.3 Should the work site be in a hazardous area, the County shall furnish the Vendor 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 Vendor in the planning of a safe work site.

1.4 The Vendor 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), and the Division of Safety, State of Florida, 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.

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

Safety Requirements/Regulations Form

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this _____ day of _____, 20____

Name of Firm _____

By _____

Title of Person Signing: _____

(SEAL)

STATE OF _____

COUNTY OF _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Affidavit Certification Immigration Laws

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Employment Eligibility Verification (E-Verify) Certification

(Florida Statutes, Section 448.095)

PROJECT NAME: _____

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

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

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

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

Executed this _____ day of _____, 20__.

ATTEST:

By: _____
PRINTED NAME: _____
Its: _____

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

Special Conditions

1. Award will be made based on overall low bid for all items. Bidders must bid on all items for the bid to be considered responsive. All bid items should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.
2. The period of performance for this bid is from the notice to proceed date through July 31, 2029 (“termination Date”), unless otherwise terminated in accordance with General Information Items #14 and #15. Bids may be extended by the Procurement Director at the end of any given term in order that the service or provision for goods be continued for a period of no greater than 120 (one hundred and twenty) days.
3. **Performance of Work:** Portions of the work required under this bid may be performed by subcontractors. The vendor 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 those acts any of them may be liable to the same extent as if they were employed by the vendor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.
4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information, Item #20.
5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County’s website at <https://www.polkfl.gov/business/procurement/>. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
6. The County reserves the right to modify or alter schedules, whichever is in the best interest of the County. The Division Inspector or the Project Manager will provide written approval of all schedule modifications.

7. Project areas are estimates and should be verified by the Vendor. Prices are firm once bid is awarded.
8. The Successful Bidder must register in our Vendor Database if you have not already done so prior to the award of this bid. A purchase order cannot be issued to a vendor until they are registered. You may register at the following link:
<https://www.polkfl.gov/business/procurement/vendor-information/>.
9. Any additions, deletions, or modification similar in cost or material after bid award will need to be signed off by both the user division and the successful vendor. Price for any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion or modification is accepted an amendment to the Bid award will be issued to the successful Bidder.
10. The County may employ other vendors to perform the work or self-perform the work described. Bidder has not been employed as the exclusive vendor to perform any such services.
11. Bidders may attend the Bid Opening via conference call or in person. The conference bridge phone number to call in is (646) 558-8656 and enter Meeting ID: Meeting ID 865 0498 1831. A listing of all bidders will be posted to Procurement's website as soon as possible after bid opening.

Qualifications

1. Vendor must have been in business under the same FEIN number for the past two (2) years. Evidence should be submitted with the bid submittal.
2. Vendor or Vendor's Subcontractors must hold a current Florida Department of Agriculture and Consumer Services Pesticide Certification Office Commercial Applicator Category 5A Aquatic Pest Control License under the vendor's or subcontractor's name. A copy of the license should be included with the bid submittal.
3. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.
4. Submit resume of person(s) who will be assigned to supervise the work performed under this contract. The supervisor must have at least two (2) consecutive years, on a full-time basis, of commercial grounds maintenance experience and be able to effectively communicate with County staff. All relevant experience must be listed on the resume.
5. Vendor must provide three (3) references from clients in which the bidder has performed similar size and scope services as the prime vendor, within the past five (5) years. Each reference should include:
 - a. Name of the client
 - b. Address of the client
 - c. Contact person to include: Phone number and email address.
 - d. Period of Performance (start and end date of the services)
 - e. Brief description of the services provided. Please include total acreage maintained.
6. Provide a primary and secondary Vendor point of contact for this solicitation to include:
 - Contact Name
 - Phone Number
 - Email Address

The Contact persons provided will be the primary and secondary contact for the County to call/communicate with any requests for service or levels of service provided during the term of the solicitation. If at any time the vendor's information changes it will be the vendor's sole responsibility to update Roads and Drainage Division staff as soon as possible.

All documentation and information requested in the Qualifications section should be included with the vendor's submittal or must be provided within three (3) business days upon request and prior to award.

Technical Specifications

MOWING:

Mowing will be done on a monthly basis, from April through November, unless otherwise directed by the County Project Manager. Ponds shall be mowed and trimmed with a weed-eater, and/or treated with herbicide as per the individual requirements. Care should be taken to prevent rutting or damage to the ditch slopes. And over spray on private property. Vendor is responsible for repairing any damage caused by the vendor to the ponds. Fence lines need to be maintained. If rutting occurs, the County Project Manager may opt for hand mowing only. December through March is on a as needed basis, depending on the weather.

DEBRIS REMOVAL:

Debris should be removed on a monthly basis, unless otherwise directed by the County Project Manager. Debris (trash, limbs, garbage, tires, etc.) shall be removed from easement prior to each mowing and taken to the County's North Central Landfill (NCLF), on a monthly basis. Vendors shall include the cost of the disposal in their monthly invoice and provide a copy of the scale tickets issued by the landfill. The County will reimburse the disposal fee at cost.

AQUATIC HERBICIDE:

Aquatic herbicide should be sprayed on a monthly basis, unless otherwise directed by the County Project Manager. Vendor shall use aquatic herbicide only when bottom is unreachable by weed eater and/or pond has standing water. Vendor is required to inspect sprayed areas within five (5) days after initial spraying and if herbicide did not work, vendor is required to re-spray. A small boat may be required to reach center of ponds.

INSPECTION:

On a monthly basis, unless otherwise determined by the County Project Manager:

1. Complaints shall be addressed within 48 hours and the Division Inspector or the Project Manager notified of actions taken to correct the complaint.
2. Reworking required due to vendor's negligence or inadequate procedures will be the responsibility of the vendor and shall be completed within seven (7) days of notification but within the 30-day cycle. No additional payment will be due to the vendor for the reworking of non-acceptable areas. Disagreements between the successful Vendor and the Division Inspector or Project Manager may be appealed according to the Procurement Division Procedures.
3. The successful vendor shall provide the County Project Manager a list of sites mowed each Monday by 5 PM. so that the County Project Manager may inspect those sites in a timely fashion. Any changes to the schedule due to rain events, etc. must be submitted to the County Project Manager as soon as possible.

4. The successful Vendor shall provide a list of those sites that are reworked due to the bidder's negligence or inadequate procedures on an agreed upon day so that the County Project Manager may re-inspect those non-acceptable areas in a timely fashion.
5. The successful Vendor shall preserve from damage all property associated with or which is in the vicinity of or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the successful vendor.

Site Specific Projects

***Acreage listed on the bid sheet for each location is the total for that location including any bodies of water. Interested vendors should visit all locations to assess the mowing areas. Overhead maps will be provided to the awarded vendors.

1. **Lake Lure Loop Road**: Sec 21, Twp 28S, Rng 24E. Mow all grassed area between pavement and pond. Herbicide pond.
2. **Melody Lane**: Sec 30, Twp 27S, Rng 24E. Located on the west side of Melody Lane. Mow lot. Herbicide drain.
3. **Musket Drive**: Sec 8, Twp 28S, Rng 23E. Located on the north side of Musket Drive. Pond is usually dry. Mow or herbicide depending on current conditions.
4. **Asherwoods**: Sec 21, Twp 29S, Rng 23E. Located at the end of Asherwoods Road on the south side. Area is fenced. Herbicide pond.
5. **Ashton Oaks**: Sec 25, Twp 29S, Rng 24E. Located on the west side of Carter Road. Area is fenced. Mow all dry areas inside fence, herbicide pond if unable to mow and herbicide fence line.
6. **Valencia Court**: Sec 28, Twp 28S, Rng 25E. Located off Valencia Court: Mow lot and herbicide pond.
7. **Thomas Wood Lane**: Sec 26, Twp 28S, Rng 25E. Located on the north side of Wood Lane and consists of two stormwater ponds. Mow around ponds and herbicide ponds.
8. **River Lake Drive**: Sec 3, Twp 29S, Rng 26E. Located on the west side of Riverlake Drive. Area is not fenced. Mow from pond edge to road. Herbicide drain only.
9. **Allen Acres**: Sec 23, Twp 27S, Rng 25E. Located at the end of Allen Acres Road. Area is fenced. Mow all dry areas inside the fence. Herbicide pond and fence line.

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10. **Mason Street**: Sec 9, Twp 28S, Rng 25E. Area is fenced. Mow all dry areas inside fence. Herbicide pond and fence line.
11. **38th Street**: Sec 24, Twp 28S, Rng 25E. Located at the end of 38th Street. Area is fenced. Mow all dry areas inside the fence. DO NOT MOW NORTH END OF PROPERTY.
12. **Avenue V NW**: Sec 13, Twp 28S, Rng 25E. Located on the south side of Avenue V east of 34th Street NW. Area is fenced. Mow all dry areas inside of fence.
13. **Avenue W NW**: Sec 13, Twp 28S, Rng 25E. Located on the south side of Avenue W east of 34th Street NW. Area is fenced. Mow all dry areas inside of fence.
14. **Grant Road**: Sec 6, Twp 30S, Rng 28E. Located at the intersection of Evergreen Drive and Grant Road. Area is fenced. Mow inside fenced area.
15. **Woodland Avenue**: Consist of 3 ponds located in Sect 15 Twp28, Rng 24 E. Located in Lakeland off of Woodland Ave between Hwy 92 and Hardin Combee Rd. Pond #1 is located just south of the intersection of Woodland Ave and Hardin Combee Rd. Pond #2 is located off of Woodland Ave at the end of Audie Combee Rd. Pond #3 is located on Woodland Ave across from Rossi Ln located in Lakeland off of Woodland Ave between Hwy 92 and Hardin Combee Rd. Mow only the tree at the pond.
16. **Twin Oaks**: Sect 24, Twp,28, Rng25 Located in the Inwood area of Winter Haven off of 34th St and Ave I NW pond is located at the end of Ave I NW.
17. **Lake Arrowhead Drive at CR542 (K-Ville Avenue)**: Sec 22, Twp 27S, Rng 25E. North side of CR542 (across from Lake Arrowhead Drive): pond is fenced and normally dry. Includes ditch on the north side of Pond. Project area is 2 acres. Mow area and trim around structure and fence. Herbicide as needed.
18. **Dude Ranch Road. Ponds 1-5 and Swale on west**. Location is off of HWY 60 in Lake Wales.
19. **Lake Thomas**. Location is in Lake Thomas subdivision off of Spirit Lake Road in Winter Haven. At the corner of Lake View and Lake Thomas pond has a concrete bottom spray as need and pick up debris.
20. **Kinny Harmon**. Located in Davenport off of Hwy 17/92 on Kinny Harmon Parkway on the north side of the Road across from Panabker Road area is fenced mow and spray when water is standing, spray around structures.
21. **North Ridge Trail Pond 1 and 2** Located in Davenport off of HWY 27 pond is just south of the water treatment plant. Mow area and trim around structure and fence. Herbicide pond when water is standing.

22. **Derby Ave Lot.** Located in Auburndale. 304 E Derby Ave mow entire lot
23. **Ernie Caldwell Ponds 1-4:** ponds 1-4 are located in between Pine Tree Trail and 17/92 in Davenport. Mow area and trim or spray around structure and fence. Herbicide pond.
24. **Jones Road:** Sec 04, Twp 28S, Rng 25E. Entrance in the southeast corner of intersection at Myrtle Road: pond is fenced and normally wet. Project area is 0.65 acres. Mow area and trim around structure and fence. Parcel ID# 252804000000021010
25. **Thornhill Road at Recker Hwy (SR655) – Pond 1 and SMF 2:** Sec 16, Twp 28S, Rng 25E. Pond 1 is located in northwest of the intersection and SMF2 (a small structure area) in the southeast corner of intersection and can be accessed from Thornhill Road. Pond areas are normally dry and are not fenced. Project is 0.36 acres. Mow area and trim around structure.
26. **Smith Lane:** Sec 24, Twp 29S, Rng 24E. Entrance is on north side of Smith Lane. Area is fenced and pond is normally dry. Project area is 18.9 acres. Mow area and trim around structure and fence.
27. **Ernest M. Smith Boulevard – Pond 1:** Sec 30, Twp 29S, Rng 25E. Pond 1 is located on the north side of the road 500 feet east of US98. Area is fenced and pond is normally wet. Project area is 0.83 acres. Mow area and trim around structure and fence. Herbicide Pond.
28. **Ernest M. Smith Boulevard – Pond 2:** Sec 30, Twp 29S, Rng 25E. Pond 2 is located on the north side of the road 3000 feet east of US98. Area is fenced and pond is normally wet. Project area is 1.07 acres. Mow area and trim around structure and fence. Herbicide Pond.
29. **Ernest M. Smith Boulevard – Pond 3:** Sec 29, Twp 29S, Rng 25E. Pond 3 is located on the north side of the road 4000 feet east of US98. Area is fenced and pond is normally wet. Project area is 1.0 acres. Mow area and trim around structure and fence. Herbicide Pond.
30. **Ernest M. Smith Boulevard – Pond 4:** Sec 32, Twp 29S, Rng 25E. Pond 4 is located on the south side of the road 7000 feet east of US98. Area is fenced and pond is normally wet. Project area is 1.40 acres. Mow area and trim around structure and fence. Herbicide Pond.
31. **Ernest M. Smith Boulevard – Pond 5:** Sec 28, Twp 29S, Rng 25E. Pond 5 is located on the north side of the road 378.13 feet west of US17. Area is fenced and pond is normally wet. Project area is 1.81 acres. Mow area and trim around structure and fence. Herbicide Pond.

32. **Gordon Heights**: Sec 27, Twp 29S, Rng 25E. Entrance is on the west side of 91 Mine Road, south of Gordon Heights. Area is fenced and pond is normally wet. Project area is 2.05 acres. Mow area and trim around structure and fence. Herbicide pond.
33. **Home Run Boulevard – Pond 1**: Sec 18, Twp 27S, Rng 26E. On the east side of US 27. Entrance is on the north side of road and lies approx. 100 feet west of parking lot to strip plaza. Area is not fenced and the pond is normally dry. Project area is 0.95 acres. Mow area and trim around structure. Parcel ID# 272618000000014040.
34. **Home Run Boulevard – Pond 2**: Sec 18, Twp 27S, Rng 26E. On the east side of US 27. Entrance is on the north side of the road west of Pond 1. Area is not fenced and the pond is normally dry. Project area is 0.52 acres. Mow area and trim around structure. Parcel ID# 272618000000014020
35. **Waverly Barn Road**: Sec 12, Twp 26S, Rng 26E. On the west side of US27. Entrance is on the south side of Waverly Barn Road - west of the small Plaza and west of Crane Rental. Area is not fenced and the pond is normally dry. Project area is 0.5 acres. Mow area and trim around structure.
36. **CR54 (Ronald Reagan Parkway) – Intersection at US27 - Pond 3A**: Sec 01, Twp 26S, Rng 26E, SE Cor Int US27. East of Convenience Store. Entrance is on the south side of CR54. Area is fenced and the pond is normally dry. Project area is 1.26 acres and includes drainage easement running south, then west to US27. Mow area and trim around structure and fence. Herbicide ditch.
37. **CR54 (Ronald Reagan Parkway) – Intersection at US27 - Pond 3B**: Sec 06, Twp 26S, Rng 27E. East corner of intersection at US27 – east of Fire Station – west of Loma Del Sol Drive. Entrance is on the south side of road. Area is fenced and the pond is normally dry. Project area is 1.28 acres. Mow area and trim around structure and fence.
38. **CR54 (Ronald Reagan Parkway) – PH2A – Pond D**: Sec 03, Twp 26S, Rng 27E. 550 feet northwest of Meadow Green Road. Entrance is on the south side of CR54 east of Pine Tree Trail. Area is not fenced and the pond is normally wet. Project area is 1.92 acres. Mow area and trim around structure.
39. **CR54 (Ronald Reagan Parkway) PH1 – Pond 2A**: Sec 05, Twp 26S, Rng 27 E. 680 feet west of Champions Gate. Entrance is on the south side of CR54. Area is fenced and the pond is normally wet. Project area is 2 acres. This shall include the ditch that runs parallel to roadway. Mow area and trim around structure and fence.
40. **CR54 (Ronald Reagan Parkway) – Pond 600**: Sec 02, 11, Twp 26S, Rng 27E. East of Lake Wilson Road. Entrance is on the north side of CR54. Area is fenced

and the pond is wet. Project area is 2.65 acres. Mow area and trim around structure and fence.

41. **CR54 (Ronald Reagan Parkway) – PH2A – Pond C:** Sec 04, Twp 26S, Rng 27E. Across from Scott Lane. Entrance is on the south side of CR54 within easement which is also included. Pond is on south end of easement and is not fenced and is normally wet. Project area is 2.21 acres. Mow easement and pond area and trim around structure.
42. **CR54 (Ronald Reagan Parkway) – Pond 700A:** Sec 11, Twp 26S, Rng 27E. Across from Thousand Oaks Blvd and east of Oakpoint Circle. Entrance is on the south side of CR54. Includes open roadway ditch (1200 feet long) in front of Pond. Pond is not fenced and is normally wet. Project area is 0.63 acres. Mow area and trim around structure. Herbicide pond and ditch.
43. **CR54 (Ronald Reagan Parkway) – Pond 700B:** Sec 12, Twp 26S, Rng 27E, Northwest corner of intersection Old Lake Wilson Road. Entrance is on the north side of CR54. Area is fenced and the pond is normally wet. Project area is 0.40 acres. Mow area and trim around structure and fence. Herbicide pond.
44. **CR54 (Ronald Reagan Parkway) - Pond 800:** Sec 12, Twp 26S, Rng 27E. South of intersection of US17/92 – entrance is approx. 600 feet south of Convenience Store on west side of US 17/92. Entrance is on the west side US17/92. Area is fenced and the pond is normally wet. Project area is 1.23 acres. Mow area and trim around structure and fence. Herbicide pond.
45. **CR54 (Ronald Reagan Parkway) – PH3 – Pond E:** Sec 5, 6, Twp 26S, Rng 27E. Entrance is on the south side of CR54 - 300 feet west of Norman Drive (Private Road). Area is fenced and the pond is normally wet. Project area is 2.23 acres. Mow area and trim around structure and fence. Herbicide pond.
46. **Dunson Road – East Pond:** Sec 06, Twp 26S, Rng 27E. Entrance is on the north side of Dunson Road, 60 feet east of the eastern school driveway. Pond is fenced and normally dry. Project area is 0.07 acres. Mow area and trim around structure and fence. If rutting occurs, push mowing will be required.
47. **FDC Grove Road / Ernie Caldwell Blvd – Section 1 – Pond 100:** Sec 17, Twp. 26S, Rng 27E. NE corner of Minute Maid and Ramp Road #3 intersection of FDC Grove Road. Pond is fenced and mainly dry. Project area is 2.71 acres. Mow area and trim around structure and fence. Herbicide Pond.
48. **Ernie Caldwell Boulevard – Pond 200:** Sec 16, Twp 26S, Rng 27E. Entrance is on the north side of Ernie Caldwell Boulevard (at large curve to the south) Pond is fenced and normally wet. Project area is 2.11 acres. Mow area and trim around structure and fence. Herbicide Pond.

49. **Ernie Caldwell Boulevard – Pond 300**: Sec 16, Twp 26S, Rng 27E. Entrance is on the north side of Ernie Caldwell Boulevard via access driveway. Pond is fenced and normally wet. Project area is 1.28 acres. Mow area and trim around structure and fence. Herbicide Pond.
50. **Ernie Caldwell Boulevard – Pond 400**: Sec 16, Twp 26S, Rng 27E. Entrance is on the south side of Ernie Caldwell Boulevard – 709 feet east of Bridge 164531. Pond is fenced and normally wet. Project area is 1.84 acres. Mow area and trim around structure and fence. Herbicide Pond.
51. **Ernie Caldwell Boulevard – Pond 500**: Sec 16, Twp 26S, Rng 27E. Entrance is on the north side of Ernie Caldwell Boulevard – 2,600 feet east of Pond 400. Pond is fenced and normally wet. Project area is 2.52 acres. Mow area and trim around structure and fence. Herbicide Pond.
52. **Ernie Caldwell Boulevard – Pond 600**: Sec 16, Twp 26S, Rng 27E. Entrance is on the south side of Ernie Caldwell Boulevard – east 900 feet from intersection at Pine Tree Trail: on stabilized driveway go south for 360 feet (2,500 feet east of Pond 500). Pond is fenced and normally wet. Project area is 3.50 acres. Mow area and trim around structure and fence. Herbicide Pond.
53. **Pine Tree Trail – Pond 1A**: Sec 15, Twp 26S, Rng 27E. Entrance is on the southeast side of Pine Tree Trail – south 500 feet from intersection at Bowen Road. Pond is fenced and normally wet. Project area is 1.31 acres. Mow area and trim around structure and fence. Herbicide Pond.
54. **Pine Tree Trail – Pond 2A**: Sec 9, Twp 26S, Rng 27E. Entrance is on the west side of Pine Tree Trail via 200-foot access east of Bowen Road. Pond is fenced and normally wet. Project area is 2.23 acres. Mow area and trim around structure and fence. Herbicide Pond
55. **CR544 (Lake Marion Road): Ytong Plant**: Sec 03, Twp28S, R27E. The dry retention ponds are located on either side of the entrance within the County ROW. Project area is not fenced and is normally dry. Project area is 0.07 acres. Mow area and trim around structures.
56. **CR630 at SR17**: Sec 29, Twp 31S, Rng 28E. Entrance is setback on the south side of CR 630, in downtown Frostproof (west of SunTrust Bank). Area is fenced and pond is normally dry. Project area is 1.85 acres. Mow area and trim around structure and fence.
57. **Babson Park Heights East**: Sec 29, Twp 30S, Rng 28E. North side Scenic Highway east of Babson Heights Drive. Includes 70x25 drainage easement. Area is not fenced and pond is normally dry. Project area is 0.1 acres. Mow around pipe and out to road. Mow area and trim around structure. Herbicide as needed. Parcel ID# 283029000000014060.

58. **Babson Park Heights West**: Sec 29, Twp 30S, Rng 28E. N side Scenic Highway – west of Babson Heights Drive. Includes Drainage Strip north of Pond (west to Cook Rd). Area is not fenced and pond is normally dry. Project area is 0.54 acres. Mow pond area and herbicide pond. Mow area and trim around structure. Herbicide as needed. Parcel ID# 283029000000014050.
59. **Adams Barn Road – Pond 3A**: Sec 36, Twp 25 S, Rng 27E. East side of Adams Barn Road (Waterford Subdivision): pond is fenced and normally dry. Project area is 2.58 acres. Mow area and trim around structure and fence. Parcel ID# 262730496751002610.
60. **Adams Barn Road – Pond (S Curve 3)**: Sec 30, Twp 27 S, Rng 26E. Entrance is on the west side of Adams Barn Road at end of S curve. Pond is fenced and normally dry. Project area is 0.13 acres. Mow area and trim around structure and fence. Parcel ID# 262730496751002610.
61. **Highland Park Manor – Pond 1**: Sec 18, Twp 30S, Rng 28E. Entrance is on north side Tangelo Street. Area is fenced and pond is normally dry. Project area is 0.12 acres. Mow area and trim around structure and fence. Parcel ID# 28301800000002134.
62. **Highland Park Manor – Pond 2**: Sec 18, Twp 30S, Rng 28E. Entrance is on east side Tangelo Street southeast of Pond 1. Area is fenced and pond is normally dry. Project area is 0.21 acres. Mow area and trim around structure and fence. Parcel ID# 283018000000021290.
63. **Highland Park Manor – Pond 3**: Sec 18, Twp 30S, Rng 28E. Entrance is on west side of Tangelo Street – south of Day Care Center. Pond is in the southwest corner of the intersection of Friedlander Road at Tangelo Street. Pond is fenced and normally dry. Project area is 0.28 acres. Mow area and trim around structure and fence.
64. **Highland Park Manor – Pond 4**: Sec 18, Twp 30S, Rng 28E. In the southwest corner of the intersection of Lilly Street and Lewis Griffin Road. Pond is fenced and normally dry. Project area is 0.51 acres. Mow area and trim around structure and fence. Parcel ID# 283018947200001160.
65. **Lake Starr Boulevard**: Sec 14, Twp 29S, Rng 27E. E of U.S. Highway 27. Entrance is on the west side of the road across from 664 Lake Starr Boulevard. Top of the berm requires hand-cutting. The area is not fenced and the pond is normally dry. Project area is 0.2 acres. Mow area and trim around structure.
66. **Morningside Drive**: Sec 06, Twp 30S, Rng 28E. Entrance is at the north end of Morningside Drive. Pond is fenced and normally dry. Project area is 0.94 acres. Mow area and trim around structure and fence.

67. **Reynolds Road at CR 542**: Sec 14, Twp 28S, Rng 24E. East of Intersection at CR 542. Entrance is through the Salvage yard on the south side of CR 542. Area is fenced (but not locked) and pond is normally wet. Project area is 1.12 acres. Mow area and trim around structure and fence. Herbicide pond. Parcel ID# 242814000000044100.
68. **Reynolds Road at Maine Avenue Intersection**: Sec 35, Twp 28S, Rng 24E. Drainage conveyance is located on the east side of Reynolds Road along the south side of Maine Avenue. Entrance is on south side of Maine Avenue. Project area is not fenced and normally wet. Project area is 3.7 acres. Mow area and trim around structure. Herbicide pond. Parcel ID# 242835000000031050.
69. **CR35A (Kathleen Road) at Griffin Road**: Sec 34, Twp 27S, Rng 23E. Pond is located on east side CR35A - south of Publix Shopping Plaza (W of Publix pond). Entrance is on CR35A. Pond is fenced and normally dry. Project area is 0.53 acres. Mow area and trim around structure and fence.
70. **CR35A (Kathleen Road) – Pond 1**: Sec 03, Twp 28S, Rng 23E. Pond is located on the north side of CR582 (Knights Station Road) and E of Railroad. Entrance is on Knights Station Road. Includes placing herbicide between two existing fences on the east side of the pond. Pond is fenced and normally wet. Project area is 1.15 acres. Mow area and trim around structure and fence. Herbicide pond.
71. **CR35A (Kathleen Road) – Pond 2**: Sec 34, Twp 27S, Rng 23E. Pond is on the southwest corner at intersection of Jim Galloway Road – includes associated ditch extending from pond along the south side of Jim Galloway Road to the first pipe. Pond entrance is on south side of Jim Galloway Road. Pond is fenced and normally wet. Project area is 1.76 acres. Mow area and trim around structure and fence. Herbicide pond and ditch.
72. **CR35A (Kathleen Road) – Pond 3**: Sec 34, Twp 27S, Rng 23E. Pond is located on northeast side of Kathleen Road, includes ditch on the southwest side of Falling Leaf Lane. Pond entrance is at the end of Falling Leaf Lane. Pond is fenced and normally dry. Project area is 1.03 acres. Mow area and trim around structure and fence. Herbicide pond and ditch. Parcel ID# 232737000000031030.
73. **CR35A (Kathleen Road) – Pond 4**: Sec 34, Twp 27S, Rang 23E. Pond is on the southwest corner of intersection at Old Kathleen Road. Entrance is on the south side of Old Kathleen Road. Pond is fenced and normally wet. Project area is 1.09 acres. Mow area and trim around structure and fence. Herbicide pond.
74. **CR35A (Kathleen Road) – Pond 5**: Sec 34, Twp 27S, Rng 23E. Pond is on northeast side of intersection at North Galloway Road. Entrance is on the east side of North Galloway Road. Pond is fenced and normally wet. Permitted ditch is on outside of fence adjacent to the east edge of North Galloway Road and is included.

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Project area is 0.92 acres. Mow area and trim around structure and fence. Herbicide pond and ditch.

75. **CR 35A (Kathleen Road) – Pond 6**: Sec 28 Twp 27S, Rng 23E. Pond is on north side of Kathleen 500 feet west of intersection at N Galloway Road. Entrance is on north side of Kathleen Road in SE corner of site. Pond is fenced and normally wet. Project area is 0.70 acres. Mow area and trim around structure and fence. Herbicide pond.
76. **CR 35A (Kathleen Road) PH2 – Pond 100A**: Sec 28 Twp 27S, Rng 23E. Pond is on west side of Kathleen 400 feet north of Old Kathleen Road intersection. Entrance is on south side of Pond – north off of private road. Pond is fenced and normally wet. Project area is 1.60 acres. Mow pond and entrance area and trim around structure and fence. Herbicide pond.
77. **CR 35A (Kathleen Road) PH2 – Pond 200**: Sec 28 Twp 27S, Rng 23E. Pond is on east side of Kathleen 200 feet north of AOC Spur Line Crossing. Entrance is on east side of Pond – off of Rollinglen Loop West (west of TECO substation and south of Pond 200A1). Pond is fenced and normally wet. Project area is 1.25 acres. Mow area and trim around structure and fence. Herbicide pond.
78. **CR 35A (Kathleen Road) PH2 – Pond 200A1**: Sec 28 Twp 27S, Rng 23E. Pond is on east side of Kathleen 50 feet north of Pond 200. Entrance is on east side Pond – off of Rollinglen Loop West. Pond is fenced and normally wet. Project area is 0.66 acres. Mow area and trim around structure and fence. Herbicide pond.
79. **CR 35A (Kathleen Road) PH2 – Pond 200A2**: Sec 28 Twp 27S, Rng 23E. Pond is on east side of Kathleen north of Rollinglen Lane. Entrance is on east side of Pond – off of Rollinglen Loop West. Pond is fenced and normally wet. Project area is 1.42 acres. Mow area and trim around structure and fence. Herbicide pond.
80. **CR 35A (Kathleen Road) PH2 – Pond 300D**: Sec 28 Twp 27S, Rng 23E. Pond is on east side of Kathleen 750 feet south of Deeson Road Intersection. Entrance is on east side of road. Pond is fenced and normally wet. Project area is 1.63 acres. Mow area and trim around structure and fence. Herbicide pond.
81. **CR 35A (Kathleen Road) PH2 – Pond 400/500**: Sec 20 Twp 27S, Rng 23E. Area is on east side of Kathleen immediately north of First Street NW. Entrance is on west side of Pond off of First Street NW. Area is fenced and normally wet. Project area is 1.54 acres. Mow area and trim around structure and fence. Herbicide pond.
82. **CR 35A (Kathleen Road) PH2 – FC400/500A**: Sec 28 Twp 27S, Rng 23E. FC is on east side of Kathleen - south of existing wetland which lies immediately south of FC400/500B. Entrance is off of east side of Kathleen at south end of site. Area is fenced and partially wet. Project area is 6.53 acres. Mow area and trim around structure and fence. Herbicide as needed. Ponds are a flood plain site.

83. **CR 35A (Kathleen Road) PH2 – FC400/500B**: Sec 21 Twp 27S, Rng 23E. Site is on east side of Kathleen across from Pond 400/500. Entrance is on east side of road on north end of Pond. Pond is fenced and normally wet. Project area is 2.10 acres. Mow area and trim around structure and fence. Herbicide as needed.
84. **CR 35A (Kathleen Road) PH2 – Pond 600A**: Sec 16 Twp 27S, Rng 23E. Pond is on east side of Kathleen – 350 feet north of W Wheeler Road. Entrance is on east side of road. Pond is fenced and normally wet. Project area is 1.88 acres. Mow area and trim around structure and fence. Herbicide pond.
85. **CR 35A (Kathleen Road) PH2 – Pond 700D**: Sec 17 Twp 27S, Rng 23E. Pond is on west side of Kathleen - 600 feet north of Duff Road Intersection. Entrance is on west side of road. Pond is fenced and normally wet. Project area is 1.47 acres. Mow area and trim around structure and fence. Herbicide pond. Parcel ID# 282717000000012200 and 232717000000012010.
86. **Orange Way**: Sec 16, Twp 27S, Rng 23E. Southwest corner of cul-de-sac on Orange Way in unrecorded Highland Groves. Pond is fenced and normally dry. Pond area is 0.34 acres. Mow fenced area trim around structure and fence. Herbicide if needed. Parcel ID# 232716000000041040.
87. **CR 582 (Griffin Road) at the Apartments**: Sec 35, Twp 27S, Rng 23E. Pond is on the north side of road and east of Imperial Crown Apartments. Pond is fenced and normally wet. Project area is 1.02 acres. Mow area and trim around structure and fence. Herbicide pond. Parcel ID# 232801000000031050.
88. **CR 582 (Griffin Road) – Pond 3**: Sec 02, Twp 28S, Rng 23E. Pond is located on south side of the road – west of Mall Hill Road. Pond is fenced and normally wet. Project area is 1.55 acres. Mow area and trim around structure and fence. Herbicide pond.
89. **Daughtery Road W Pond (803 Patricia Place)**: Sec 24, Twp 27S, Rng 23E. Pond is located on south side of Patricia Place (setback off the road) – to include front lot. Pond is west of Sands Point Drive. Pond is fenced and normally dry. Project area is 0.38 acres (including ditch that runs from road to pond). Mow area and trim around structure and fence. Herbicide pond and ditch. Parcel ID# 232724000000043033.
90. **Marcum Road**: Sec 24, Twp 27S, Rng 23E. On south side of Marcum Road – east of Tula Lane. Pond is fenced and normally wet. Project area is 14.33 acres. The 14-acres include a mitigation area, no maintenance in the mitigation area. Mow area and trim around structure and fence. Herbicide pond. Parcel ID# 232724000000013020.
91. **Old Polk City Road at Walt Williams Road**: Sec 17, Twp 27S, Rng 24E. Entrance is at the end of Hidden Lakes Road – north of cul-de-sac. To include lot at entrance

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of pond. Pond is fenced and normally dry. Pond area is 1.59 acres. Mow area and trim around structure and fence.

92. **Socrum Loop Road North**: Sec 18, Twp 27S, Rng 23E. Entrance is opposite Abundant Life Church. Pond is fenced and normally dry. Project area is 1.67 acres. Mow area and trim around structure and fence.
93. **CR37B (Lakeland Highlands Road) – Pond 1**: Sec 17, Twp 29S, Rng 24E. Pond is in the northwest corner of intersection at Lake Seward Drive. Access is from Lake Seward Drive. Pond is fenced and normally dry. Project area is 1.5 acres. Mow area and trim around structure and fence. Herbicide any wet areas.
94. **CR37B (Lakeland Highlands Road) – Pond 2**: Sec 17, Twp 29S, Rng 24E. Pond is on the east side of the road – south of Church of Nazarene property. Access is from east side of road. Pond is fenced and normally dry. Project area is 3 acres. Mow area and trim around structure and fence. Herbicide pond.
95. **CR37B (Lakeland Highlands Road) – Pond 3**: Sec 17, Twp 29S, Rng 24E. Pond is on the east side of the road – north of the Elementary School. Access is from the east side of the road. Pond is fenced and normally wet. Project area is 4 acres. Mow area and trim around structure and fence. Herbicide pond.
96. **CR 540 (Clubhouse Road) – Pond 2**: Sec 14, Twp 29S, Rng 24E. Pond is in the southwest corner of intersection at 6th Street – next to Convenience Store Pond. Entrance is on south side of CR540. Pond is fenced and is normally wet. Project area is 0.48 acres. Mow area and trim around structure and fence. Parcel ID# 242914283000050210.
97. **CR 540A (Central Barn Road) Ph1 - Pond A**: Sec 13, Twp 29S, Rng. 23E. Located at northeast corner of intersection at Old Highway 37. Pond is not fenced and is normally dry. Project area is 0.28 acres. Mow area and trim around structure.
98. **CR 540A (Central Barn Road) Ph1 - Pond B**: Sec 13, Twp 29S, Rng. 23E. Located in the northwest corner intersection at State Road 37. Entrance is on north side road. Pond is fenced and normally wet. Project area is 0.79 acres. Mow area and trim around structure and fence. Herbicide pond.
99. **CR 540A (Central Barn Road) Ph1 - Pond D**: Sec 24, Twp 29S, Rng 23E. Located on the south side of CR 540A – across from Christina Park. Pond is fenced and normally wet. Project area is 1.66 acres. Mow area and trim around structure and fence. Herbicide pond.
100. **CR 540A (Central Barn Road) Ph1 - Pond F**: Sec 20, Twp 29S, Rng. 24E. Located on the south side of CR 540A - behind Christina Nursery. Entrance is through the main gate of the nursery. Pond is fenced and normally wet. Project area is 1.92 acres. Mow area and trim around structure and fence. Herbicide pond.

101. **CR 540A (Central Barn Road) Ph1 - Pond G**: Sec 20, Twp 29S, Rng. 24E.
Located on the south side of CR 540A, W of Mello Lane. Entrance is on south side CR 540A. Pond is fenced and normally wet. Project area is 1.04 acres. Mow area and trim around structure and fence. Herbicide pond.
102. **CR 540A (Central Barn Road) Ph1 - Pond H**: Sec 21, Twp 29S, Rng. 24E.
Located on the south side of CR 540A – west of the Lake at the bottom of the hill. Entrance is on dirt road on the west side of the pond. Pond is fenced and normally wet. Project area is 1.84 acres. Mow area and trim around structure and fence. Herbicide pond.
103. **CR 540A (Central Barn Road) Ph2 - Pond 1**: Sec 21, Twp 29S, Rng. 24E.
Located on the south side of CR 540A, east of Pond H. Entrance to pond is inside Hickory Ridge sub-division. Pond is fenced and normally dry. Project area is 0.79 acres. Mow area and trim around structure and fence.
104. **CR 540A (Central Barn Road) Ph2 - Pond 3**: Sec 22, Twp 29S, Rng. 24E.
Located on the south side of CR 540A, west of Christina Grove sub-division. Entrance to pond is on the south side of CR 540A. Pond is fenced and normally dry. Project area is 2.07 acres. Mow area and trim around structure and fence.
105. **CR 540A (Central Barn Road) Ph2 - Pond 4**: Sec 23, Twp 29S, Rng. 24E.
Located on the south side of CR 540A, west at the intersection of Crews Lake Road. Entrance to pond is on the south side of CR 540A. Pond has no berm and pond slopes must be serviced with a weed eater. Pond is fenced and normally dry. Project area is 2.01 acres. Mow area and trim around structure and fence.
106. **CR 540A (Central Barn Road) Ph2 - Pond 5**: Sec 14, Twp 29S, Rng. 24E. Pond has an associated easement and is located on the north side of CR 540A – west of Preservation Area. Path to pond (easement) is included with mowing. Pond is fenced and normally wet. Project area is 1.71 acres. Mow area and trim around structure and fence.
107. **April Street South**: Sec 14, Twp 29S, Rng 24E. Located at the corner of April Street and May Street. Area is not fenced and pond is typically dry. Pond is located in Highland Heights Unit #2, Tract B. Project area is 0.34 acres. Mow area and trim around structure. Herbicide pond bottom - if unable to mow. Parcel ID# 242914283110001350.
108. **Dogwood Court**: Sec 15, Twp 29S, Rng 24E. Runs between Dogwood Court and Dogwood Place adjacent to Yarborough Lane in Dogwood Estates I, Tract A. Area is not fenced and is normally dry. Project area is 0.3 acres. Typically, residents mow area: Mow only when needed and trim around structure.
109. **Fairfax**: Sec 8, Twp 28S, Rng 24E. Located at the end of Fairfax West, in unrecorded Fairfax Subdivision. Pond is not fenced and typically dry. Project area

is 0.92 acres. Mow area and trim around structure. Parcel ID# 242908000000043032.

110. **Stokes Road & Hedges Drive North**: Sec 14, Twp 29S, Rng 24E. West side of Stokes Road at the intersection of Hedges Drive North: Highland Heights Unit #2, Tract A. Pond is fenced and typically dry. Project area is 0.34 acres. Mow all dry areas and trim around structure and fence. Parcel ID# 242914283110001340.
111. **Klein Road**: Sec 25, Twp 29S, Rng 24E. East side of Klein Road (on north end). Pond is fenced and normally wet. Project area is 3.07 acres. Mow all dry areas inside fence - trim around structure and fence. Herbicide Pond and fence line. Parcel ID# 242919000000044020.
112. **Colbert Road/Lake Hancock Road Re-alignment Pond 100**: Sec 11, Twp 29, Rng 24E. Located on the north side of Colbert Road – from US98 right of way, west to existing fence on west side of Pond. From back of curb to back of swale. Includes outfall area north of Pond. Pond is not fenced and normally dry. Project area is 0.50 acres. Mow area, including right of way and trim around structures.
113. **Colbert Road/Lake Hancock Road Re-alignment Pond 200**: Sec 11, Twp 29, Rng 24E. Located at the southwest corner of the intersection of Colbert Road and US98. From right of way on US98 to back of pond. From back of curb to back of Pond. Pond is not fenced and normally dry. Project area is 0.10 acres. Mow area, including right of way and trim around structure.
114. **Colbert Road/Lake Hancock Road Re-alignment Pond 300**: Sec 11, Twp 29, Rng 24E. Located on the east side of US98. Pond is on the southeast corner of Colbert and Lake Hancock Road. Includes area from US98 right of way to back of curb and between back of curb on Colbert north to sidewalk. Also mow from back of curb to back of swale on Lake Hancock Road. Pond is not fenced and normally dry. Project area is 0.8 acres. Mow area, including right of way and trim around structures
115. **County Line Road PH2 - Pond G**: Sec 19, Twp 28S, Rng 23E. Pond entrance is on the east side of County Line Road – near parking lot at Burris Refrigeration Plant. Pond is fenced and normally wet. Project area is 1.48 acres. Mow area and trim around structure and fence. Herbicide pond. Parcel ID# 232819000000044010.
116. **County Line Road PH1 - Fancy Farms**: Sect 01, Twp. 29S, Rng 22E. Pond is located on W side of the Road (in Hillsborough County) north of Fancy Farms strawberry nursery farm, include ditch blocks. Pond is fenced and is normally wet detention. Project area is 0.89 acres. Mow area and trim around structure and fence.
117. **County Line Road PH1 – South of the Auction**: Sec 31, Twp 28S, Rng 23E. East side of County Line Road between #3450 and #3502. Project area includes 680

ft. X 35ft easement (fig tree must be preserved). Pond is fenced and normally dry. Project area is 2.25 acres. Mow area and trim around structure and fence.

118. **Fitzgerald Road at CR37A (Scott Lake Road)**: Sec 7, Twp 29S Rng 24E. Located in the northwest quadrant of intersection. Pond is not fenced and normally dry. Project area is 0.11 acres. Mow area and trim around structure.
119. **Shepherd Road Pond 1**: Sec 23, Twp 29S, Rng 23E. North side of Shepherd Road - west of Chelsea Oaks Subdivision. Pond is fenced and normally wet. Project area is 1.23 acres and includes County right of way from sidewalk to fence: from drain to east side of fence. Mow pond and trim around structure and fence. Herbicide pond.
120. **Shepherd Road Pond 2**: Sec 23, Twp 29S, Rng 23E. North side of Shepherd Road, a couple of yards west of Pond 1. Pond is fenced and normally dry. Project area is 1.57 acres and includes County right of way from sidewalk to fence: from drain to east side of fence. Mow pond and trim around structure and fence. Herbicide pond.
121. **Shepherd Road Pond 3**: Sec 22, Twp 29S, Rng 23E. North side of Shepherd Road, east of Carlton Arms Apartments. Pond is fenced and normally dry. Project area is 1.54 acres. Mow area and trim around structure and fence.
122. **Shepherd Road Pond 4**: Sec 21, Twp 29S, Rng 23E. North side of Shepherd Road - east of Poley Creek subdivision. Pond is fenced and is normally dry. Project area is 0.79 acres. Mow area and trim around structure and fence.
123. **Harden Road at W. Pipkin Road – Pond 1**: Sec 11, Twp 29S, Rng 23E. West side of Old Highway 37 in the southwest corner of intersection at West Pipkin Road. Pond is fenced and normally wet. Project is 0.75 acres. Mow area and trim around structure and fence. Herbicide pond.
124. **Harden Road at W. Pipkin Road – Pond 2**: Sec 12, Twp 29S, Rng 23E. West side of Old Highway 37 at intersection with original portion of Old Hwy 37. Pond is fenced and normally wet. Project is 1 acre. Mow area and trim around structure and fence. Herbicide pond.
125. **Harden Road at W. Pipkin Road – Pond 3**: Sec 12, Twp 29S, Rng 23E. Southeast corner of Harden Boulevard and west Alamo Drive. Pond is fenced and normally wet. Project is 0.5 acres. Mow area and trim around structure and fence. Herbicide pond.
126. **Harden Road at W. Pipkin Road – Pond 4**: Sec 02, Twp 29S, Rng 23E. Northeast side of Harden Boulevard – north of entrance road to mitigation site. Pond is fenced and normally wet. Project is 0.5 acres. Mow area and trim around structure and fence. Herbicide pond. Parcel ID# 232901000000043010.

127. **Beech Haven**: Sec 17, Twp 29S, Rng 26E. Located at the end of Sand Lane: Beech Haven Estates, Lot 9. Pond is fenced and typically dry. Project area is 0.16 acres. Mow area and trim around structure and fence. Parcel ID# 262917689910000090.
128. **Avenue Y Ditch - Florence Villa**: Sec 16, Twp 28S, Rng 26E. The ditch goes from the north side of Avenue Y NE on the east side of Friendship Baptist Church, to the southeast side of Lucerne Park Road. Ditch sides are steep and it contains trash from neighboring apartments. Ditch is not fenced and is normally dry. Total length of ditch is 469 ft. X 32ft wide: project area is 0.35 acres. Mow area and trim around structure. Herbicide if unable to mow. Parcel ID# 262816000000032020.
129. **Avenue G at Forty Second Street NW**: Sec 23, Twp 28S, Rng 25E. Pond is on the west side of 42nd Street – north of Ave G NW - opposite Avenue J (Inwood Area). Pond is not fenced and is normally dry. Project area is 0.05 acres. Mow area and trim around structure.
130. **Helena Road Bridge**: Sec 11, Twp 29S, Rng 26E. Located on the north and south bridge approaches (on both sides of the road). Not fenced and normally dry. HOA may mow in front of subdivision walls. Project area is 0.61 acres. Mow area and trim around structure. Herbicide as needed.
131. **Helena Road Realignment – Pond 1**: Sec 2, Twp 29S, Rng 26E. Located in the southwest corner of intersection at SR540 (Cypress Gardens Boulevard) and is fenced and normally dry. Project area is 0.55 acres. Mow area and trim around structure and fence.
132. **Helena Road Realignment – Pond 2**: Sec 2, Twp 29S, Rng 26E. Located on the east side of road – north of Winterset Road and is fenced and normally dry. Project area is 0.92 acres. Mow area and trim around structure and fence.
133. **Spirit Lake Road at Recker Highway (SR 655)**: Sec 26 Twp 28S, Rng 25E. Located in the southeast corner of the Intersection - entrance is on the west side of Spirit Lake Road. Pond is fenced and normally wet. Project area is 0.27 acres. Mow area and trim around structure and fence.
134. **Spirit Lake Road – Simmers Young Park**: Sec 26 Twp 28S, Rng 26E. Located in the Park's southeast corner and includes existing ditch along the eastern property boundary of the park. Entrance is on the west side of Spirit Lake Road. Pond is not fenced and normally wet. Project area is 2.18 acres. Mow area and trim around structure. Mow ditch – Herbicide if unable to mow.
135. **Thornhill Road - Pond A**: Sec 03, Twp 29S, Rng 25E. West side of Thornhill Road -south of Country Walk subdivision. Pond entrance is on the Cul-de-Sac of Old Thornhill Road. Area is fenced and is normally dry. Project area is 0.78 acres. Mow area and trim around structure and fence.

136. **Thornhill Road - Pond B1**: Sec 03, Twp 29S, Rng 25E. West side of Thornhill Road - north of Country Walk subdivision. Area is fenced and normally dry. Project area is 0.56 acres. Mow area and trim around structure and fence.
137. **Thornhill Road - Pond B2**: Sec 33, Twp 28S, Rng 25E. West side of Thornhill Road, immediately north of Pond B-1. Pond is fenced and normally dry. Project area is 0.81 acres. Mow area and trim around structure and fence.
138. **Bird Lane**: Sec 6, Twp 29S, Rng 27E. Pond is located at the end of Bird Lane, west side of Cul-de-Sac. Pond is not fenced and typically dry. Project area is 0.17 acres. Mow area.
139. **Chambliss Road**. Pond is Located on Cypress Gardens Rd at the corner of Chambliss Rd. area is fenced mow entire area and spray pond Project area is 1.33 acres
140. **West Pipkin Road Extension – Pond 2 – Parcel 100B**: Sec 07, Twp 29S, Rng 23E. North side of West Pipkin Road – north end of access easement. Pond is fenced and normally wet. Project is 3.3 acres. Mow area and trim around structure and fence. Herbicide pond.
141. **West Pipkin Road Extension – Pond 3 – Parcel 100C**: Sec 07, Twp 29S, Rng 23E. North side of West Pipkin Road east of Pond 2 – north end of access easement. Pond is fenced and normally wet. Project is 1.07 acres. Mow area and trim around structure and fence. Herbicide pond. Parcel ID# 232907000000021020.
142. **Ernie Caldwell Boulevard PH1 – Flood Plain** Compensation Site: Sec 18, Twp 26S, Rng 27E. SW Corner of intersection FDC Grove Road and Heller Brothers Boulevard. Site is fenced and normally dry. Project is 6.12 acres. Mow area and trim around fence and structures.
143. **Home Run Boulevard – Heller Drainage Ditch**: Sec 18, Twp 26S, Rng 27E. South side of Homerun Boulevard: east and west side of Heller Brothers Boulevard. Project is 0.42 acres. Mow area, trim around structures and fences. Herbicide pond as needed.
144. **Pine Tree Trail (Pond 2A Flood Comp Site 3, 4 and Ditch)**: Sec 09, Twp 26S, Rng 27E. Ditch runs south for 279 feet. Project is 5.4 acres Mow area – trim around structures and fence. Herbicide as needed.
145. **CR 540A (Central Barn Road) Ph-2 Flood Comp Site**: Sect 24, Twp 29S, Rng. 24E. Project area has no fence and is located on the south side of CR 540 A. Project area is 0.25 acres. Mow area and trim around structure and fence.
146. **County Line Road PH3 (4 Laning 2012) Ewell to SR60 – Pond B and Comp Site**: Sec 19, Twp 29S, Rng 23E. Pond is on South side of Heritage Trail and

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Comp Site on the North side. Pond is fenced and normally wet. Project is 3.3 acres. Mow area and trim around structure and fence. Herbicide pond.

147. **County Line Road PH3 (4 Laning 2012) Ewell to SR60 – Heritage Trail Pond A and Comp Site:** Sec 30, Twp 29S, Rng 23E. Lies on the east side of the road – North of Formont Court. Banks are steep with soft sand – needs hand mowing, weed eating and herbicide. Pond is fenced and normally wet. Total Project is 2.5 acres. Mow area and trim around structure and fence. Herbicide pond. Parcel ID# 232919000000034130 and Parcel ID# 232919000000034030.
148. **Waring Road Extension – Drainage Easement:** Sec 10, Twp 29S, Rng 23E. From West Pipkin Road North along the West side of road right of way to Medulla Road. Easement is fenced and is normally dry. Project is 1.88 acres. Mow area and trim around structure and fence.
149. **Waring Road Extension – Pond 1:** Sec 10, Twp 29S, Rng 23E. Lies in the NE Corner of the intersection of Waring Road and West Pipkin Road. Pond is fenced and normally wet. Project is 1.54 acres. Mow area and trim around structure and fence. Herbicide pond.
150. **Fourth Street Pond – Eloise Redevelopment Area:** Sec 05, Twp 29S, Rng 26E. South side of Fourth Street on West end of road. Access is at end of Fourth Street. Pond is fenced and normally wet. Project is 0.89 acres. Mow area and trim around structure and fence. Herbicide pond. Parcel ID# 262905669000003270 and ROW. Project area is 0.89 acres. Mow area, trim around structures and fence.
151. **Harden Road at W. Pipkin Road – Pond 4:** Sec 02, Twp 29S, Rng 23E. Northeast side of Harden Boulevard. Pond is fenced and normally wet. Parcel ID# 232901000000043010. Project area is 2.3 acres. Mow area within fence: from Harden, up entrance road, to pond at top of hill. Mow sod around gated pond at top of hill. Herbicide small ponds near Harden, trim around structures and fence. NOTE: Mitigation Pond at top of hill maintained by others.
152. **Sand Mine Road Extension:** Sec 13, Twp 25S, Rng 26E. East end of Sand Mine Road Extension – East of US Highway 27, on south side of road. Site is not fenced and normally dry. Project is 1.15 acres. Mow area and trim around structure.
153. **Collier Drive**. located at the intersection of Collier, Alachua Drive and Broward Ter in Winter Haven, 33880 closet address is 401 Broward Ter, Winter Haven, 33880 mow area and weed eat if necessary.
154. **CR 547 N Pond**, located in Davenport, 6212 CR547 N located just south of CR 54 Ronald Reagan PKWY.

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155. **Escambia Drive Pond**. located at the corner of Escambia Drive and Broward Drive in Winter Haven. mow area, approximately 0.29 acres
156. **Cone Road & CR559** – Fenced Location CR 559 at Cone Rd Auburndale. mow area, approximately 0.59 acres.
157. **Cone Road & CR559 #2** – Fenced Location CR 559 at Cone Rd Auburndale. mow area, approximately 1.06 acres
158. **Sarah Street & Friedlander Road** located in Lake Wales. Mow area approximately 0.19 acres
159. **Gerber Dairy Road** Location Westside of Gerber Dairy Rd, Winter Haven. mow area approximately 1.12 acres
160. **Kristina Court Pond** Located off Broddock Rd Auburndale, access is off of Broddock Rd turning north on walk path mow area and spray pond when needed. Approximately 1.17 acres
161. **Lake Daisy Loop** is located off of Lake Daisy Dr Winter Haven, mow and spray pond, approximately 0.83 acres
162. **Polk Parkway at Maine Avenue Pond 4** located off of the Polk Park Way(south side) mow area. approximately 10.04 acres
163. **Silver Sand Road** located in Frostproof mow, spray pond when needed, approximately 0.32 acres
164. **Intersection of Old Dixie and Sand Mountain Road in Auburndale** mow area spray pond approximately 0.28 acres
165. **W Pipkin Road and Warning Road Lakeland**. access is through open field, mow area and spray pond, approximately 8.75 acres
166. **W Pipkin Road and Sparkleberry Way Lakeland**. mow area and spray when needed. Approximately 1.97 acres
167. **Eloise Loop Road, Winter Haven Pond 9**. mow and spray pond approximately 8.5 acres
168. **Eloise Loop Road, Winter Haven Pond 6A**. mow and spray pond, approximately 1.33 acres
169. **Eloise Loop Road, Winter Haven Pond 6B** mow and spray pond. approximately 2.56 acres

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170. **Eloise Loop Road, Winter Haven Pond 10A** mow and spray pond, approximately 9.50 acres
171. **Eloise Loop Road, Winter Haven Pond 10B** mow and spray pond. approximately 1.12 acres
172. **Dosseywood Lane Pond 4**. located off Pipkin Rd mow pond and spray when needed. approximately 4.85 acres
173. **Dorman Pond 5** located off Pipkin Rd mow Pond spray when needed. Approximately 0.6 acres
174. **Imperial Lakes Blvd, Mulberry Pond** located off Country Club Lane. Mow and spray ponds approximately 9.21 acres
175. **Lake Wilson**. located on the west side of Lake Wilson Rd, Davenport. Mow and spray pond. approximately 10 acres

Bid Sheet

The **Bid Sheet** for this bid is available on the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder “**Bid 26-349, Pond Mowing and Maintenance – R&D.zip**”, select “Open” or “Save As” to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Divina Arroyo at divinaarroyo@polkfl.gov.

All Bid Sheets are in Excel format and are to be submitted on a USB Flash Drive along with the hard copy, if not submitting electronically through Kiteworks.

Deviation from the Bid Sheets is strictly prohibited and will not be accepted. The Bid Sheets are locked, and you only need to enter the unit price. The Bid Sheet will automatically calculate the total; therefore, you must enter the Unit Price as requested on the Bid Sheets.