



October 22, 2026

REQUEST FOR CONSTRUCTION QUOTATION

CQ 26-374, INWOOD – AVENUE E NW DRAINAGE IMPROVEMENTS

Polk County, a political subdivision of the State of Florida, hereby gives notice of sealed Request for Construction Quote (RFCQ) to furnish all labor, materials, supervision, and equipment necessary to upgrade the drainage system with new infrastructure to help alleviate flooding conditions that occurs along the roadway during heavy storm events. The RFCQ will be received in the Procurement Division prior to 2:00 p.m., Wednesday, November 18, 2026, to be opened immediately thereafter and publicly read. Quotations received in the Procurement Division on or after 2:00 p.m., on the receiving date, will not be considered. The County reserves the right to: accept or reject any or all construction quotations; to award the construction quotation in whole or in part; to limit and/or determine the actual services to be included in the construction purchase order. In the event that the County withdraws this construction quotation, or the County does not proceed for any reason, the County shall have no liability to any firm.

A **MANDATORY** pre-quote meeting will be held Thursday, October 29, 2026, 11:00 a.m. at the Polk County Administration building, located at 330 W. Church St, 1st Floor, Procurement Conference Room 150, Bartow, FL 33830. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive. Those attending via video conference will be added to the sign-in sheet by the Procurement office during the video conference. The Zoom Meeting ID: 814 3192 1592 or <https://us02web.zoom.us/j/81431921592>.

To receive a copy of the CDBG attachments, plan and bid sheet please go to the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "**CQ 26-374, Quote Attachments**", select "Open" or "Save As" to download. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Questions regarding this construction quotation should be in writing and should reference the above quotation number. Submit all questions to Tabatha Shirah, Sr. Procurement Analyst, via e-mail to tabathashirah@polkfl.gov. The question deadline is Wednesday, November 4, 2026, prior to 4:00 p.m.

QUOTE SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

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

Sealed Quote. DO NOT OPEN	
Sealed Bid Number	26-374
Bid Title	Inwood – Avenue E NW Drainage Improvements
Due Date/Time:	November 18, 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 Quote 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 tabathashirah@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 (if applicable). Please use the naming conventions for your files as follows:

For PDF documents “CQ 26-374 – Title of Document”

For Excel documents “CQ 26-374 – Quote 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 Tabatha Shirah at tabathashirah@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.

General Conditions

1. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or quote price sheets that change the intent of the quote will cause the quote to be non-responsive and the quote 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 quote.
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 quote form; to reject all quotes or waive any minor irregularities or technicalities in quotes received. In determining the lowest responsive and responsible Contractor, in addition to price, the following may be considered:
 - a. Contractor's evaluation – quality of performance on previous projects.
 - b. The ability, capacity, equipment and skill of the Contractor to fulfill the contract.
 - c. Whether or not the Contractor can fulfill the contract within the time specified, without delay or interference.
 - d. The character, integrity, reputation, judgment, experience and efficiency of the Contractor.
 - e. The previous and existing compliance by the Contractor with laws and ordinances relating to the contract.
 - f. The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
 - g. The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
 - h. The ability of the Contractor to provide future maintenance and service, as required or needed.
 - i. The number and scope of conditions attached to the quote.
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. **Quote 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 quote submittal shall be posted to the County's website at <https://www.polkfl.gov/business/procurement/>. The sealed quotes 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 quotes, before the recommendation of award or 30 days after bid opening and concurrently provide notice of the County's

intent to reissue the quote, the rejected quotes will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued RFCQ or until the County withdraws the reissued RFCQ. The RFCQ is not exempt for longer than 12 months after the notice of rejection of all quotes.

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 Contractor 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 Contractor should not rely on such sources for information regarding the solicitation.
5. **TAXES:** Contractors 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 this quote.
6. **BUSINESS TAX RECEIPT:** 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 vendors.
7. **DISCOUNTS:** Contractors may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for quote evaluation purposes. Contractors are encouraged to reflect cash discounts in the unit prices quoted.
8. **MISTAKES:** Contractors are required to examine the specifications, delivery schedule, quote prices and all instructions pertaining to the requirements of this quote. Failure to do so will be at Contractor's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by Contractor to any quote entry must be initialed by the person who signs the quote.
9. **INVOICING AND PAYMENT:** The successful Contractor shall submit an invoice to the County at the prices quoted. An original invoice shall be submitted to the appropriate User Division at their drawer number, P.O. Box 9005, Bartow, Florida 33831. The Contractor shall include the quote number and/or the purchase order number on all invoices. The contractor'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 County Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Vendors performance of the Service or the County's acceptance of any work.
10. **CONFLICT OF INTEREST:** All Contractors must disclose, with their quote, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the

Contractor's firms or any of their branches. Award of this quote shall be subject to the provisions of Chapter 112, Florida Statutes.

11. **WARRANTY:** Unless otherwise specified, the Contractor agrees that the services furnished under this quote shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable services, 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 quote.
12. **ADDENDUM:** 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.
13. **LIABILITY:** The Contractor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this quote and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
14. **PATENTS AND ROYALTIES:** The Contractor, 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 and used in the performance of this quote. If the Contractor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quote prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
15. **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.
16. **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.”

17. **INDEMNIFICATION:** Contractor, 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 Contractor 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 Contractor’s performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees; provided, however, that Contractor 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.
18. **PUBLIC ENTITY:** The Contractor declares and warrants that neither the Contractor nor any of the Contractor’s affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.
19. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more quotes, which are equal with respect to price, quality and service, are received, preference shall be given to a quote 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 provided upon request by the Procurement Division.
20. **NON-CONFORMANCE TO QUOTE CONDITIONS:** Services not delivered as per delivery date in quote and purchase order may result in Contractor being found in default, in which event any and all re-procurement costs may be charged against the defaulting Contractor. This non-conformance to quote conditions may result in immediate cancellation of the purchase order.
21. **ASSIGNMENT:** Any purchase order issued pursuant to this quote and the monies which may become due herein is not assignable except with the prior written approval of the Procurement Director.

22. **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 Procurement Director shall be final and binding on both parties.
23. **FACILITIES:** The County reserves the right to inspect the Contractor's facilities at any time, with prior notice.
24. **PLACING OF ORDERS:** The award of this quote does not constitute an order. Before any services can be performed, the successful Contractor must receive a written Notice to Proceed with an agreed upon start date.
25. **PRECEDENCE:** Any requirement set forth in any section of the quote 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.
26. **CANCELLATION:** All quote obligations shall prevail for at least one hundred eighty (180) days after effective date of the quote, unless quote conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this quote 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 quote after reasonable written notice to the successful Contractor should the service not be in the best interest of the County. Should the service rendered for any quote cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the quote immediately.
27. **PLANS AND SPECIFICATIONS:** The specifications and other quote documents upon which the prices in the Contractor's quote proposal are based on are hereby made a part of the purchase order by reference thereto.
28. **TERMINATION/SUSPENSION:** The Procurement Director reserves the right to terminate or suspend the award of this quote, in whole or in part, when it is in the best interest of the County to do so. The Procurement Director will notify the Contractor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.
 - a. If the User Division determines that the performance of the Contractor does not comply with the quote requirements, the division may:
 - b. Immediately suspend the work; and
 - c. Notify the Contractor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
29. **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.
30. **LOCAL PREFERENCE:** When sealed construction quotations (\$50,000 to \$200,000) are received, 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 construction quote 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 quote qualifies as a Sheltered Market quote.

31. **VENDOR PREFERENCE:** When sealed construction quotations (\$50,000 to \$200,000) are received, 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 quote 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 American, Hispanic American, Asian-Pacific American, 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 vendor 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 quote qualifies as a Sheltered Market quote.

32. **CODE OF ETHICS:** If any contractor 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 construction quote, such contractor may be disqualified from performing the work described in this construction quote or from furnishing the goods or services for which the construction quote is submitted and shall be further disqualified from quoting on any future construction quotes for work, goods, or services for the County.

33. **ANNUAL APPROPRIATIONS:** The Contractor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.
34. **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.

35. **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."

36. **Employee 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.

37. **CONE OF SILENCE:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Quote 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 Quote 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 quote and for quotes, bids or contracts to be awarded pursuant to RFPs, or Requests for Bid or Quotes that the County may issue in the future.

38. **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.

39. **PUBLIC RECORD LAWS**

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

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

(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 Contractor 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 Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of

the County.

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

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7670

EMAIL: RMLO@POLKFL.GOV

40. 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 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).

41. 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.

INSURANCE REQUIREMENTS

Worker's Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$1,000,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance, including County and Contractor Protective, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amount not to exceed \$25,000.

Each Occurrence:	\$1,000,000
Broad Form CGL	\$1,000,000
Completed Operations	\$1,000,000
XCU Property Damage Excel	\$1,000,000

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

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

The successful Contractor/Bidder/Vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best. 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. The additional insured requirement applies to both general liability and automobile liability coverage. The certificate holder is Polk County, a political subdivision of the State of Florida, 330 West Church Street, Bartow, Florida 33830. The successful Contractor/Bidder/Vendor shall provide evidence of statutory workers' compensation insurance coverage, unless the successful Contractor/Bidder/Vendor is covered by workers' compensation under Federal Law. 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). The general liability and worker's 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.

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.

QUOTE SHEET (Submittal Page)

QUOTATION PRICE \$ _____

(In accordance with the requirements specified in the Quote Package, the total quoted price must reflect the sum of all items listed on the Excel Quote Sheet.)

Written Amount (Spell Out) _____

Name: _____

(Typed or printed: Firm, Corporation, Business or Individual)

(Signature of authorized officer)

(Printed Name and Title of Signer)

Address

City, State, Zip Code

Telephone Number

Email Address

STATEMENT OF NO QUOTE

If submitting a "NO QUOTE", Contractor shall return this form to The Polk County Board of County Commissioners, Procurement Division, ATTN: Tabatha Shirah, 330 West Church Street, Bartow, Florida 33830; via email to Procurement@polkfl.gov.

We have declined to bid on the above-mentioned quote for the following reasons:

- ☐ Specifications too "restrictive"
- ☐ Do not offer this product/service
- ☐ Unable to meet specifications
- ☐ Specifications unclear
- ☐ Insufficient time to respond
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet insurance requirements
- ☐ Other (please specify below)

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

Company Name: _____

Name and Title: _____

Signature: _____

Address: _____

Telephone Number: _____

E-Mail Address: _____

Date: _____

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 _____, 202____, 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 _____, 202__.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

CONTRACTOR:

By: _____

PRINTED NAME: _____

Its: _____

PROJECT INFORMATION

Location: Inwood Neighborhood - Avenue E NE, Winter Haven, FL.
Estimated Cost: \$147,090.67
Time to Complete Project: 45 Calendar days
Public Construction Bond: Is not required for this project.
Liquidated Damages: \$904.00 per day

SPECIAL CONDITIONS

1. **Basis of Award:** Award will be made to the lowest responsive, responsible Contractor meeting qualifications and specifications. All prices must be bid at a fair and reasonable price. 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. **Performance of Work:** Portions of the work required under this quote 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.
3. Working hours shall be during normal business days/hours which are generally described as Monday – Friday from 7:00 a.m. – 5:00 p.m. with the exception of County holidays. In general, all work shall be performed during daylight hours. For special operations, night work may be allowed if so authorized in the special provision or by the written approval of the Roads & Drainage representative. Any overtime required by County personnel will be paid by the contractor. No work shall be done when weather conditions limit good visibility to less than 500 feet.
4. Price shall include mobilizations for all work to be performed.
5. Commence the Work within 15 days upon receipt of a purchase order, notice to proceed letter and attendance of a mandatory preconstruction conference.
6. The Contractor shall identify a competent Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site. Any changes to the PSM must be approved by the County Project Manager prior to the change being made. At a minimum, Contractor must provide a copy of the proposed PSM's resumé. The County Project Manager reserves the right to reject a proposed PSM.
7. Loud music or offensive behavior is prohibited.
8. Progress Payments will be allowed (if applicable). All product data, warranties, and lien releases must be included with the request for payment. As previously stated,

permit fees will be separately invoiced and reimbursed at cost upon receipt by the County. Permit fees should not be included in quote price.

9. Bidders may attend Bid Opening in person or via conference call by calling the conference bridge phone number (646) 931-3860 and enter Meeting ID: 865 0498 1831. A listing of all bidders will be posted to Procurement's website as soon as possible after bid opening.

All information read aloud is posted with the respective bid, construction quote or RFP on the County's website: <https://www.polkfl.gov/business/procurement/>.

QUALIFICATIONS

1. Vendor must have been in business under the same FEIN number for past five (5) years. Evidence should be submitted with the bid submittal.
2. The prime contractor shall be an experienced contractor that possess either a current Underground Utility or General Contractor (GC) license; copy of license shall be submitted with the quote and a copy posted on the job site.
3. 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
 - i. Phone number and email address
 - d. Project start date and end date.
 - e. Brief description of the services provided.
4. The Quote Sheet, located on the FTP site, must be completed in its entirety, with pricing provided for all items listed.
5. Must not be suspended, debarred, or in the process of being suspended or debarred with SAM.gov.

All information requested in the Qualifications should be submitted with the bid or must be provided within three (3) business days upon request and prior to award.

SCOPE OF WORK

The Project is in Section 24, T-28S, R-25E within the unincorporated Inwood area of Polk County. Avenue E NW is an established local road that provides access to homes

and connects to 35th Street NW and West Lake Deer Drive. The existing drainage infrastructure for the road is sub-standard and primarily consists of a series of open ditches and metal culverts that are inadequate. The intent of this Project is to upgrade the drainage system with new infrastructure to help alleviate flooding conditions that occurs along the roadway during heavy storm events.

This project is Federally Funded through the State of Florida Department of Commerce Community Development Block Grant Program (CDBG) and must meet all requirements in “Attachment A – Construction Plans” found on the FTP Site. This project must also comply with the Davis Bacon Act information found in “Attachment B – HUD Special Conditions”, and “Attachment C – Updated Wage Determination” found on the FTP Site.

All requirements of the federal award are applicable to the Successful Contractor, subcontractor(s), and any material suppliers. All services must be performed in accordance with applicable Federal, State, and Local regulations.

All awarded BIDDERS are required to comply with Federal Regulations set in place by the U.S. Department of Housing and Urban Development (HUD).

All projects exceeding \$2,000.00 are subject to Davis Bacon rulings. Per mandate of the federal law, it must be ensured that all laborers working on Davis Bacon projects must be paid a fair and equitable wage as determined by the local prevailing wages. Said wages are determined by the most current wage decision for laborer classifications as found on SAM.gov and provided as an attachment to this quote package.

Prior to bidding, please review the following documentation in its entirety; attached for your reference:

- U.S. Department of Housing and Urban Development (HUD) Special Conditions Packet
- SAM.gov Building Wage Decision

SPECIFICATIONS

Disputes and Encroachment

Contractor must contact the County's Project Manager and Professional in writing regarding any difficulties and disputes related to interpretation of contract documents or construction.

Contractor must provide the County a release from all property owners, affected by construction, prior to final payment.

Unit Price Bid

This is a unit price bid and the measurement and payment section is contained in the latest edition of FDOT Standard Specifications for Road and Bridge Construction. Any

adjustments to the estimated quantities on the bid sheet will be made at the end of the contract by the actual quantities sealed.

Percentage of Work

The prime contractor shall perform a minimum of 50.1% of all work contained within the scope of work as outlined in the contract documents.

Acceptance:

The successful Contractor shall certify that the work quantities and quality were accomplished in accordance with these specifications. Signing and submitting a request for payment will accomplish this certification.

Reworking required due to the successful Contractors negligence or inadequate procedures will be the responsibility of the successful Contractor. No additional payment will be due the successful contractor for the reworking of non-acceptable areas.

The successful Contractor shall warrant for one year all workmanship furnished under this contract from the completion date on the "Certificate of Completion", for Construction Quotes; and the "Certificate of Substantial Completion", for bids. During the one year warranty period the Contractor shall correct any and all issues arising from faulty workmanship to the satisfaction of the County, upon notification.

Contractor's Responsibility

It shall be the responsibility of the Contractor to obtain adequate storage facilities for equipment, materials, tools, etc.; if such is stored on-site, unless otherwise obtained by the County.

It shall be the Contractor's responsibility to provide sanitary and drinking facilities for his/her employees.

It shall be the Contractor's responsibility to provide temporary power, if needed, to conduct and complete work.

The Contractor shall clean the work area of debris, trash, rubbish, etc., at the end of each workday so as not to present a hazard or public nuisance.

All construction to be in accordance with Florida Department of Transportation Design Standards for Roadway and Traffic and all supplement, latest edition and Standard Specifications for Road and Bridge Construction and all supplements, latest edition, unless otherwise stated in the plans, Special Conditions and Technical Specifications.

The Contractor shall dispose of all site demolition in accordance with state and local

regulations. The Contractor shall be responsible for the clean up of premises and removal of all discarded and surplus materials, rubbish, and removal of temporary erosion control measures after establishment of stabilization/vegetation. There will be no separate pay item for this work.

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the construction plans, specifications, procedures and terms of this Construction Quote (CQ).

The Contractor shall be responsible for the ways, means, and methods of construction for the project as long as they conform to all federal, state and county regulations.

All work shall be done to the satisfaction and under the supervision of the County and/or Professional.

Quotes shall include all materials, labor, equipment and incidentals necessary to complete the work.

All dewatering shall be in accordance with the Southwest Florida Water Management District regulations; and FDOT Specifications for Road and Bridge Construction, latest edition, Section No. 104 and shall be in accordance with FDOT Roadway and Traffic Design Standards, latest edition, Index No. 102. County is not responsible and cannot be held liable for the control of water levels.

The Contractor shall final grade and hand rake all exposed earthwork areas immediately prior to the installation of sod. Installation of sod shall be in accordance with the FDOT Specifications Section No.570. The cost of fertilizer and watering shall be included in the cost of sod. Sod is considered complete when established. The Contractor is responsible for the sod until established.

Cooperation of the Successful Contractor:

No work shall be done, nor materials used, without suitable supervision, coordination or inspections by the County and/or the Professional.

It is the County's intent that work be performed by the successful contractor, not subcontractors. The Contractor shall provide superintendence throughout the project and an on-site representative at all times that has the ability to make decisions, communicate in English, or contact the superintendent to address questions, difficulties or disputes.

Deliverables

Prior to mobilization the Contractor shall deliver to the County a pre-construction videotape (VHS or DVD) of the area of operations. The videotape will be labeled with the Project name, Contractor, and date of video.

The Contractor shall provide the County all delivery tickets and material invoices within two business days of delivery.

Prior to final invoice, the Contractor shall deliver to the County the following: a post-construction videotape labeled with the Project name, Contractor, and date of video; a video of the inside of all pipe installed (laser profiling), that cannot be observed from either end, to verify the condition of all joints; three signed and sealed original as-builts; one copy of as-builts and survey in digital format in Auto Cad 2010 (or newer release); and release from property owners.

Equipment

Only equipment designed for performance of work described herein will be acceptable for operation. The equipment used must be in good repair and operating condition at all times. Equipment shall meet all safety requirements as established for this type of work.

Erosion Control

Activities shall be conducted in a manner so as not to cause violations of state water quality standards. Best management practices shall be implemented for erosion and pollution control in accordance with County Ordinance No. 93-06 and other regulations to prevent violation of state water quality standards. Temporary erosion controls shall be implemented prior to and during construction and permanent control measures shall be completed with 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving water body exists. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established at which time they shall be removed by the contractor. Any erosion or shoaling that causes adverse impacts to the water resources shall be corrected immediately upon discovery. Temporary measures will include silt fences, hay bales, stabilization, and graveled construction entrances. The locations of sediment controls are shown on the construction drawings. If an NPDES permit is required, it is the Contractor's responsibility to obtain said permit. An inspection of erosion controls shall be performed weekly and documentation turned into the County Inspector.

The Contractor shall maintain temporary erosion control measures during construction in accordance with Section 104 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition, specific permit conditions, plans, technical specifications and all applicable state and local regulations.

The site shall be initially graded such that no off-site area will be adversely affected by the stormwater runoff. Runoff to the adjacent rights-of-way shall be minimized. The

existing drainage facilities within the right-of-way shall be protected at all times by the use of staked haybales, temporary grading, revegetation, etc. Any disturbed areas within the rights-of-way shall be sodded or applied seed and mulch per Plan.

General Control of Materials

Only materials conforming to the requirements of these specifications or special provisions and approved by the County and/or the Professional shall be used in the work. Materials proposed for use may be inspected or tested at any time during their preparation and use.

The successful Contractor shall furnish to the County a certification of the materials utilized for the work. The certification shall consist of a summary showing the kind and quantity of materials. This certification shall be provided for work units accomplished at the time of invoicing for partial and/or final payment.

The successful Contractor shall preserve for inspection, by the County, all invoices and records of the materials utilized in the work until such time as final acceptance and payment is made under this contract.

The Contractor will designate areas to be utilized for equipment and material storage. Materials and supplies shall be stored in accordance with Manufacturer's recommendations and Federal, State and local regulations. Arrangements for storage shall be the responsibility of the Contractor and requires documentation of written approval by the property owner prior to project mobilization. The Contractor will be responsible for all restoration costs associated with these storage areas.

Invoicing and Payments:

Application for payment for partial completion of the work will be accepted by the County for that portion of the work that has been completed by the Contractor, which may be determined and accepted by the County for the current period as described on the application for payment. The applications for payment shall be prepared by the Contractor in a form and manner that will allow the County to determine from a schedule of values, which has been prepared by the Contractor for the project, that the areas of work included in the application for payment have been completed. Subcontractors may check with the County for dates and amount of partial payment and the final payment on the project.

One original invoice shall be submitted on the proper forms to the Professional, only after the Contractor has met with the Polk County Project Manager and Professional and verified quantities.

Notice to Proceed

The Procurement Division will issue the Notice to Proceed (NTP) for the Project.

Permits, Notifications and Fees:

It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by his/her operations. Any permit fees associated with the performance of this contract will be reimbursed by the County.

No work shall be performed under the provisions of this contract on any properties outside the limits of the project area without written permission of the lawful affected landowner. Any such permission shall be secured by the successful contractor and shall identify the provisions under which such work is to be performed and shall not constitute a liability to the County nor relieve the successful contractor of his/her liabilities. Any written permission obtained shall be provided to the Roads & Drainage Representative prior to the associated work being performed.

If applicable, all activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by the appropriate Water Management District (WMD) permit. (Attached)

If applicable, the WMD permit or a copy shall be displayed in clear view at the work site of the project at all times. The complete permit shall be available for review at the work site upon request by the WMD.

The Contractor shall notify the appropriate WMD in advance of any dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, the Contractor shall develop a written dewatering plan that must be submitted and approved by the County and the appropriate WMD prior to dewatering. Copies of the approved dewatering plan shall be provided to the Professional, County Project Manager and County Inspector.

If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the WMD, Florida Department of State and the Division of Historical Resources. The Contractor shall not hold the County responsible for delays to the project as required by any agency with jurisdiction.

Physical Condition/Utilities

The Contractor shall physically verify the location of all existing utilities in the field prior to beginning construction, document with photographs, and submit to the County. The Contractor is responsible for notifying all utility owners affected by the Contractor's operation no less than 48 hours or no more than 5 days prior to beginning work.

Notification shall be in accordance with Florida Statute, Chapter 556, Underground Facility Damage Prevention and Safety. Costs for relocation of utilities will be the responsibility of the utility company. Sunshine State One-Call of Florida, Inc. 1-800-432-4770 or www.callsunshine.com.

The Contractor shall repair or restore all utilities, structures and properties damaged or disturbed during the performance of the work. Damages will be repaired to original condition. Damages outside the project area will be the sole responsibility of the Contractor and shall be resolved prior to "Final Completion". The Contractor shall obtain signed releases from all affected property owners stating that their performance has been restored to their satisfaction prior to "Final Completion".

The Contractor shall be responsible for coordination of any existing utilities. Utilities shall be maintained until such time as removal, relocation or abandonment becomes necessary. Utilities must be maintained in full service, free from damage in accordance with State and Local regulatory agencies. The County Project Manager and the Professional shall be notified by the Contractor as to where existing utilities interfere with proposed construction and approval shall be obtained on all proposed field changes, alterations or additions. In the event that a conflict arises with existing utilities, said existing utility will be relocated in accordance with aforementioned said agencies. All existing utility location and relocation activities shall be coordinated by the Contractor. Prior to removal, relocation or abandonment, the Contractor shall notify and coordinate with the Utility Owner, County and Professional, for safe removal and compliance with all applicable governmental agency and utility company regulations.

The Contractor shall be responsible for any damage to existing utility services. Any damage to existing facilities shall be repaired and/or replaced using the Utility's standards at the Contractor's expense and to the Owner's satisfaction.

The Contractor shall protect and maintain operation of existing drainage structures and utility services during construction.

Pre-construction Conference:

A pre-construction conference will be held with the contractor to discuss scheduling and details of the project. Once NTP has been issued the Contractor is expected to begin work within ten (10) days of the NTP.

Provisions for Convenience of Public:

The successful contractor shall schedule his/her operations so as to minimize any inconvenience to adjacent businesses, residences and motoring public.

Safety

The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of Florida effective October 1, 1990, as amended. An imminent danger citing by the County will result in the immediate cessation of work.

The Contractor shall comply with Rule 16C-52 and Rule 5B-57, Florida Administrative Code, and shall control the introduction, movement, or spread of prohibited aquatic plants, plant pests, or noxious weeds.

The Contractor shall observe all local regulations and ordinances covering noise and dust control.

The Contractor (not the Professional or the County) is solely and entirely responsible for site safety during construction. The Contractor shall comply with all current OSHA, state and local regulations regarding construction safety on this project.

The Contractor is to use caution when working in or around areas of overhead transmission lines and underground utilities.

Construction hazards located within the travel way or from the outside edge of pavement through the clear zone for the roadway are to be considered work areas and appropriately signed or installed with warning devices during the Contractors' work hours, or elimination of the hazard is required. During non-working hours, all objects, materials, or equipment, constituting a hazard, must be stored/placed outside the clear zone or be shielded by a barrier wall. Excavated areas are to be securely fenced in and barricaded at the end of the days' operations or filled to the level of the adjacent ground.

Survey

If required, the Contractor shall provide Record (as-built) Drawings certified by a Professional Land Surveyor (PLS) or Professional Surveyor and Mapper (PSM) prior to submittal of final invoice—for review by the Roads & Drainage Project Manager and Professional. The Contractor shall use the same benchmarks and datum provided and shown on the drawings. All changes marked in red on the approved construction plans. (Refer to As Built Drawings and Information Checklist). Submit 3 originals and 3 copies. The Contractor shall provide the County with the "As Built" information in a digital format in Auto Cad.

The Contractor shall perform survey layout. The Professional and/or the County shall inspect and approve the staked pipe alignment prior to trench excavation and pipe

installation.

Testing

The Professional will provide all testing and the Contractor shall be responsible for scheduling all testing. Test results will be submitted to the County. Work is considered incomplete and is not acceptable unless test results are provided.

Traffic Control

If a Maintenance of Traffic Schedule is not provided as part of the construction drawings, the Contractor shall provide a Maintenance of Traffic (MOT) Schedule in accordance with FDOT Standard Specifications for Road and Bridge Construction, latest edition, and FDOT Roadway and Traffic Design Standards, latest edition, developed by a person who is FDOT certified in advanced work zone traffic control to the Roads & Drainage Project Manager and Professional indicating the traffic patterns which will be adhered to and identifying the number of workers at each location responsible for directing traffic prior to construction and submit copy of certificate (issued by the FDOT) of the person responsible for MOT.

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County has been awarded and received Community Development Block Grant (CDBG) for the services to be provided under this agreement. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this bid, any resulting award with the prime Vendor, and any resulting contracts between the prime Vendor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

Equal Employment Opportunity. (Only applicable to construction bids)

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

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

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

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

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

Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards,

employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the

acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the US Department of Housing and Urban Development.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”

“Compliance with the Copeland “Anti-Kickback” Act. *(Applicable if subject to Davis-Bacon Act)*

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the US Department of Housing and Urban Development may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

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

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Federal Water Pollution Control Act

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

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Debarment and Suspension. (Exhibit "A")

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

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

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

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) (Exhibit “B”)

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

Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Consultant shall to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. Additionally, Consultants shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

Domestic Preference

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

orders for work or products under this award. For purposes of this section:

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

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

Affirmative Action.

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

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

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

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

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

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

Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Department of Economic Opportunity, Polk County, the US Department of Housing and Urban Development Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The Contractor agrees to provide the US Department of Housing and Urban Development Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Purchase Order."

DHUD Seal, Logo, and Flags. The Contractor shall not use the DHUD seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific US Department of Housing and Urban Development pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that US Department of Housing and Urban Development financial assistance will be used to fund the Purchase Order only. The Contractor will comply with all applicable federal law, regulations, executive orders, US Department of Housing and Urban Development policies, procedures, and directives.

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

Default and Remedy.

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

Certain Material Defaults.

Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by

the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

Federal Labor Standards Provision. HUD-4010, Wage Decision, Form (Attachment B & C)

WH-347 - Weekly Payroll, Section 3 Clause, HUD Assurance of Compliance form, Section 3 Business Concern Certification for Contracting form, Section 3 Worker and Targeted Section 3 Worker Self-Certification form, Non-Compliance: Qualitative Efforts form and Section 3 Policy Guide for Contractors attached as Appendix II, are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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

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

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

CERTIFICATE OF COMPLETION FOR CONSTRUCTION QUOTES

CQ Number: 26-374

Completion Date: _____ Notice to Proceed Date: _____

The Work to which this certificate applies has been inspected by the authorized representatives of the County and the Contractor; and that Work is hereby declared to be finally complete in accordance with the CQ Purchase Order. This Certificate of Completion applies to all Work under the CQ Purchase Order.

This certificate constitutes acceptance of Work as specified and intended on the CQ Purchase Order. Signatories agree that the project is finally complete as of the date of signature.

Contractor: _____

By: _____

(Authorized Signature)

(Typed Name & Title)

Date: _____

County Division: _____

(Authorized Signature)

(Typed Name & Title)

**EXHIBIT A: CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

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

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

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

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

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

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

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

EXHIBIT B: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned _____ certifies, to the best of his or her knowledge, that: (Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

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

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

General:

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

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

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