

**AGENDA**  
**REGULAR MEETING**  
**ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS**  
**201 SELMA AVENUE, ENGLEWOOD, FL 34223**  
**July 9, 2026 @ 8:30 A.M.**

**Board of Supervisors:**

Taylor Meals, Chair  
Tony Babington, Vice-Chair  
Robert C. Stern, Jr.  
Sydney B. Crampton  
Lani Gaver

**Staff:**

Keith R. Ledford, Jr., P.E., Administrator  
Robert H. Berntsson, District Counsel  
Jodi Muthler, Operations Director  
Dewey Futch, Water Operations Manager  
Lisa Hawkins, Finance Director  
Ashley Aguiar, Executive Assistant

1. PLEDGE OF ALLEGIANCE & ROLL CALL
2. **ANNOUNCEMENTS** – Additions or Deletions
3. **PUBLIC INPUT**

To address the Board during this portion of the meeting you must fill out a Civility Agreement, state your name and address for the record and which agenda item is to be addressed. Remarks shall be limited to 4 minutes and no discussion will take place during this portion of the meeting.

CARDS MUST BE SUBMITTED PRIOR TO THE COMMENCEMENT OF THE MEETING

4. **PRESENTATIONS**
5. **CONSENT SECTION**
  - 5a. Minutes of the Regular Meeting dated June 11, 2026  
**Recommended Action:** Approve the meeting minutes for June 11, 2026
  - 5b. Big W Law Invoice dated June 27, 2026  
**Recommended Action:** Approve the attorney's invoice in the amount of \$2,175.00
  - 5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated June 29, 2026  
**Recommended Action:** Approve the attorney's invoice in the amount of \$9,864.20
6. **DISCUSSION**
7. **ACTION ITEMS**
  - 7a. Administrator Reclassification to Executive Director
  - 7b. RFB 2026-145 Manasota Key Water Main Replacement
8. **ADMINISTRATOR'S REPORT – Keith R. Ledford, Jr., P.E.**
  - 8a. **OPERATIONS REPORT – Dewey Futch**
  - 8b. **CIP/DEVELOPMENT REPORT – Keith R. Ledford Jr., P.E.**
  - 8c. **FINANCE REPORT – Lisa Hawkins**
    1. July Financial Statements
    2. July Investment Statements
9. **ATTORNEY'S REPORT –Robert H. Berntsson**

**10. OLD BUSINESS**

**11. NEW BUSINESS**

**12. PUBLIC COMMENT – ANY TOPIC**

To address the Board during this portion of the meeting, you must fill out a Civility Agreement and state your name and address for the record. Each person will be allowed no more than 4 minutes.

**13. BOARD MEMBER COMMENTS**

**14. ADJOURN**

Anyone who decides to appeal a decision of this Board will need a record of the proceedings pertaining thereto and therefore may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DISABILITY INFORMATION – In accordance with the Americans with Disabilities Act and FS 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact EWD at 941-474-3217 no later than 7 days prior to the proceedings. If hearing impaired, telephone the Florida Relay Service at 800-955-8771 (TDD) or 800-955-8770 (VOICE) for assistance.

Posted 7/2/2026

# BOARD AGENDA ITEM SUMMARY

5a

---

**MEETING DATE:** July 9, 2026

**SUBJECT:** Minutes of the Regular Meeting dated June 11, 2026

**CATEGORY:**      X   Consent

\_\_\_\_\_ Discussion

\_\_\_\_\_ Action

---

**CONTACT PERSON:** Ashley Aguiar

**DEPARTMENT:** Administration

---

**ITEM:** Request Board approval of the minutes of the Regular Meeting dated June 11, 2026

---

**PURPOSE / JUSTIFICATION:** An Enabling Act requirement for the official record of meetings.

---

**MOTION:** To approve the of minutes of the Regular Meeting dated June 11, 2026

---

**Prepared By:** Ashley Aguiar

**Date:** June 25, 2026

**Approvals:**

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Operations

---

**ACTION TAKEN BY BOARD:** \_\_\_\_\_ Denied    \_\_\_\_\_ Approved / **Resolution No:** \_\_\_\_\_

**ATTACHMENTS:**

- Minutes of the Regular Meeting dated June 11, 2026

**MINUTES**  
**REGULAR MEETING**  
**ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS**  
**201 SELMA AVENUE, ENGLEWOOD, FL 34223**  
**June 11, 2026 @ 8:30 A.M.**

**Board of Supervisors:**

Taylor Meals, Chair  
Tony Babington, Vice-Chair  
Robert C. Stern, Jr.  
Sydney B. Crampton (absent)  
Lani Gaver

**Staff:**

Keith R. Ledford, Jr., P.E., Administrator  
Robert H. Berntsson, District Counsel  
Jodi Muthler, Operations Director  
Dewey Futch, Water Operations Manager  
Lisa Hawkins, Finance Director  
Ashley Aguiar, Executive Assistant

1. PLEDGE OF ALLEGIANCE & ROLL CALL – Ms. Crampton absent.
2. **ANNOUNCEMENTS** – Additions or Deletions
  - 3a. Addition - Rebecca Cook - 487 Dover Circle, Englewood, FL 34223
  - 5e. Addition - Henderson Franklin Invoice dated June 2, 2026
  - 7a. Addition - Restoration & Protective Solutions, LLC - Repainting of Storage Tank Roofs
3. **PUBLIC INPUT**
  - 3a. Rebecca Cook - 487 Dover Circle, Englewood, FL 34223 - The Board considered Ms. Cook's request to rescind a \$300 fine for a second watering restriction violation. Records showed she had received written notice following a prior violation, including information on permitted watering hours. The Board determined that adequate notice had been provided and unanimously voted to uphold the fine.

**UNANIMOUS**

**26-06-11 B**

3b. Gregory Rocklein – 1714 Larson Street, Englewood, FL 34223– Mr. Rock addressed the Board in person regarding a \$100 citation for a watering restriction violation. He stated that he was unaware of the Level 3 water shortage restrictions and suggested the District utilize email or CodeRED notifications to improve communication with residents. Staff explained that SWFWMD-mandated Level 3 restrictions require mandatory fines without prior warnings. The Board acknowledged the suggestion but upheld the citation.

**UNANIMOUS**

**26-06-11 A**

4. **PRESENTATIONS** - Certificate of Appreciation
  - Matthew Core – Water Plant Lead Operator – 20 Years
5. **CONSENT SECTION** – Chair Meals called for a motion to approve. Ms. Gaver moved “to approve the consent section as presented,” seconded by Mr. Babington.
  - 5a. Minutes of the Regular Meeting dated May 14, 2026  
**Recommended Action:** Approve the meeting minutes for May 14, 2026
  - 5b. Big W Law Invoice dated June 1, 2026  
**Recommended Action:** Approve the attorney's invoice in the amount of \$2,250.00
  - 5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated May 31, 2026

- Recommended Action:** Approve the attorney’s invoice in the amount of \$11,758.20.
- 5d. Developer Contributed Assets – Esplanade at Wellen Park Offsite Utility Extension**  
**Recommended Action:** To accept developer contributed assets being conveyed to EWD and to record the asset as contributed capital in the total amount of \$2,485,816.00.
- 5e. Henderson Franklin Invoice dated June 2, 2026**  
**Recommended Action:** Approve the attorney’s invoices in the amount of \$408.00.

**UNANIMOUS**

**CS 26-06-11 A-E**

**6. DISCUSSION - None**

**7. ACTION ITEMS**

**7a. Restoration & Protective Solutions, LLC - Repainting of Storage Tank Roofs -** Mr. Ledford led the discussion on the District’s solicitation of quotes from contractors under Lee County Contract No. B250032AVR for pressure washing and recoating the roofs of the 0.5 MG, 2 MG, and 4 MG ground storage tanks. Three quotes were received, and Restoration & Protective Solutions, LLC (RPS) submitted the lowest responsive bid at \$68,051 and is recommended for award. The project includes pressure washing, surface preparation, recoating of tank roofs, and cleaning of tank exteriors to maintain and protect the District’s water storage infrastructure.

Mr. Stern moved “to approve as presented”, seconded by Mr. Babington.

**UNANIMOUS**

**26-06-11 C**

*Full motion read:* “To approve the quotes from Restoration & Protective Solutions, LLC for cleaning, pressure washing and painting of the 1.0, 2.0 and 4.0 MG ground storage tanks in the amount of \$68,051.00.”

**8. ADMINISTRATOR’S REPORT – Keith R. Ledford, Jr., P.E.**

Mr. Ledford introduced Jodi Muthler as the District’s new Operations Director, highlighting her extensive experience and recent relocation from Pennsylvania. He reported that staff is evaluating a potential chlorine conversion, with findings to be presented at a future Board meeting. Mr. Ledford also summarized recent outreach efforts, including a district-wide CodeRED notification issued on June 5, 2026, to mark the start of hurricane season, which generated positive feedback and increased enrollment. Staff participated in the Venice Hurricane Expo on May 29, 2026, answering questions about backflow devices and promoting CodeRED registration. While staffing limitations prevented attendance at two additional events, informational materials were provided. Future event coordination will begin earlier to maximize participation opportunities. He concluded by reminding Board members that Form 1 filings are due by July 1.

**8a. OPERATIONS REPORT – Dewey Futch**

**Production**

- Total production for May 2026 was 86.24 MG, compared to 91.50 MG in May 2025.
- Average daily production was 2.7 MGD, compared to 2.9 MGD in 2025.
- Peak daily production was 3.2 MGD, compared to 3.7 MGD in 2025.
- Total rainfall for May was 1.76 inches, compared to 2.50 inches in 2025.

- Plant operators continued routine operations and preventative maintenance throughout the month.
- Innovative Contractors completed repairs to the drain line serving the B-side of Filter No.1.
- General Control Systems performed instrument calibrations and troubleshooting on the RO system.

### **Distribution**

- Distribution crews installed a new gate valve on Michigan Avenue in front of the District office.
- A scheduled precautionary boil water notice was issued for affected customers and rescinded on May 23 after satisfactory bacteriological test results were received.
- On May 21, a contractor damaged an 8-inch water main on Sandpiper Key. A precautionary boil water notice was issued for affected areas and lifted on May 23 after all required testing was completed.
- A fire hydrant on Paul Morris Drive was replaced and returned to service on May 26 following bacteriological clearance.
- Installed 7 new single-family meter sets (7 ERCs).
- Replaced 131 radio heads.
- Completed 259 customer turn-off requests.
- Completed 263 distribution work orders.
- Completed 1,124 meter reading work orders.

### **WRF**

- Average wastewater flow for May 2026 was 1.30 MGD, compared to 1.59 MGD in May 2025.
- Peak wastewater flow was 1.41 MGD, compared to 1.80 MGD in 2025.
- Plant operators continued daily operations and routine maintenance activities throughout the month.
- Centrifuge No. 1 has been scheduled for repair.
- Repairs to the Plant No. 3 air header remain in progress.
- Blower No. 6 was removed and sent to the repair shop for service.
- Collections crews completed valve and pit maintenance throughout V-1 and replaced mulch pits in V-3 and V-4.
- Replaced a leaking check valve at Lift Station 142, completed lining work at Lift Station 128, and installed an automatic air release valve at Lift Station 216.
- Capped 4 service connections for demolition projects.
- Repaired 7 broken vents and replaced 1 damaged pit in V-1.
- Completed a total of 87 work orders during the month.

### **8b. CIP/DEVELOPMENT REPORT – Keith R. Ledford Jr., P.E.**

- Englewood Isles/Alameda Isles I&I – USSI began manhole inspections and smoke testing on June 1, 2026, with completion anticipated by June 12, 2026.
- Englewood Isles FM Replacement – A Task Order has been issued to GWE for Phase 1, covering the force main within the Eden Harbor development. Staff is coordinating with the Eden Harbor HOA to secure the required easement.
  - Hurricane Milton LS Repairs – A design review meeting was held on May 26, 2026. Staff continues to work with GWE to finalize design plans.

- Middle Beach Pipe Replacement – Bids were due on June 11, 2026, at 2:00 PM, followed by a bid opening at 2:15 PM in the Board Room.
- Wawa (2960 S. McCall Rd.) – Kimley-Horn has submitted development plans for staff review.
- Merchant’s Crossing – Bohler Engineering plans to submit utility plans for a proposed fast-food restaurant along S. McCall Rd.

**8c. FINANCE REPORT – Lisa Hawkins**

**Financial Report**

Through May, operating revenues totaled \$18.4 million compared to operating expenses of \$12.7 million, resulting in an operating gain of \$5.7 million year-to-date. The District's net position, which represents the value of its assets after liabilities are subtracted, increased by \$23.8 million through May. Overall, the District remains in a strong financial position, with growing revenues, healthy reserves, and no outstanding debt.

**Investment Report**

As of May 31, the District held approximately \$36 million in cash and investments. The investment portfolio remains in compliance with the District's investment policy and continues to provide for the District's liquidity needs while maintaining a diversified mix of authorized investments. Interest earnings remain strong due to current market rates and the District's healthy cash position.

9. **ATTORNEY’S REPORT** –Robert H. Bertsson – Business as usual, nothing new to report at this time.
10. **OLD BUSINESS** - None
11. **NEW BUSINESS** - Chair Meals raised the topic of changing the title from Administrator to Executive Director. The matter will require further discussion with legal counsel and will be revisited at a future meeting.
12. **PUBLIC COMMENT – ANY TOPIC** - None
13. **BOARD MEMBER COMMENTS** Mr. Stern, Mr. Babington, and Ms. Gaver all welcomed Ms. Muthler aboard. Ms. Gaver also expressed her appreciation for continued community engagement and involvement.
14. **ADJOURN @ 9:25**

---

Tony Babington-Vice Chair

APPROVED/aa

**BOARD AGENDA ITEM SUMMARY**

**5b**

**MEETING DATE:** July 9, 2026

**SUBJECT:** The Big W Law Attorney's Invoice dated June 27, 2026

**CATEGORY:**  Consent

Discussion

Action

**CONTACT PERSON:** Lisa Hawkins

**DEPARTMENT:** Finance

**ITEM:** Request Board approval for payment of the Big W Law Attorney's invoice dated June 27, 2026.

**PURPOSE / JUSTIFICATION:** Legal services rendered.

**FISCAL IMPACT:** 500311-500-101

**Budget Resolution Required:**  yes  no

|                            |    |                   |
|----------------------------|----|-------------------|
| Amount Budgeted            | \$ | 30,000.00         |
| Year to Date Expenditures  | \$ | (19,725.00)       |
| Total Expenditure Required | \$ | <u>(2,175.00)</u> |
| Remaining in Budget        | \$ | <u>8,100.00</u>   |

**MOTION:** To approve the Big W Law Attorney's invoice dated June 26, 2026, for services rendered in the amount of \$2,175.00. Funds to come from water/wastewater revenues.

**Prepared By:** Ashley Aguiar

**Date:** June 26, 2026

**Approvals:**

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Operations

**ACTION TAKEN BY BOARD:**  Denied  Approved / **Resolution No:** \_\_\_\_\_

**ATTACHMENTS:** The Big W Law Attorney's invoice dated June 27, 2026



# WIDEIKIS, BENEDICT & BERNTSSON, LLC THE BIG W LAW FIRM

3195 S. Access Road, Englewood, Florida 34224

941-627-1000

Englewood Water District  
aaguiar@ewdfl.com  
201 Selma Avenue

Englewood, FL 34223

Legal Services  
PO# 60723

Statement Date: 06/27/2026  
Statement No. 39205  
Account No. 8.0000

Received by EWD  
6/27/26 at 8:42pm  
AA

PO# 60723

### FOR PROFESSIONAL SERVICES RENDERED

|            |     |                                                                                                                                                                   | Rate   | Hours |        |
|------------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------|--------|
| 06/01/2026 | RHB | Email(s) with Ms. Aguiar.                                                                                                                                         | 300.00 | 0.25  | 75.00  |
| 06/02/2026 | RHB | Review Charlotte Sun Newspaper; Email(s) with Ms. Aguiar; Email(s) with Ms. Petty.                                                                                | 300.00 | 0.25  | 75.00  |
| 06/03/2026 | RHB | Email(s) with Ms. Bagley.                                                                                                                                         | 300.00 | 0.25  | 75.00  |
| 06/04/2026 | RHB | Email(s) with Ms. Wheaton; Email(s) with Mr. Pulsifer; Email(s) with Ms. Aguiar; Email(s) with Ms. Petty.                                                         | 300.00 | 0.50  | 150.00 |
| 06/05/2026 | RHB | Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar; Review agenda.                                                                                                | 300.00 | 0.25  | 75.00  |
| 06/09/2026 | RHB | Email(s) with Ms. Petty; Email(s) with Mr. Oertel; Email(s) with Mr. Ledford; Email(s) with Ms. Aguiar.                                                           | 300.00 | 0.25  | 75.00  |
| 06/10/2026 | RHB | Email(s) with Mr. Manganiello; Email(s) with Ms. Petty.                                                                                                           | 300.00 | 0.25  | 75.00  |
| 06/11/2026 | RHB | Prepare for and attend Board of Supervisors Meeting; Review Charlotte Sun Newspaper; Email(s) with Ms. Aguiar; Review and Revise executive director board motion. | 300.00 | 1.50  | 450.00 |
| 06/12/2026 | RHB | Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar; Telephone conference with Mr. Oertel, et. al.                                                                 | 300.00 | 0.75  | 225.00 |
| 06/13/2026 | RHB | Email(s) with Ms. Aguiar; Review Charlotte Sun Newspaper.                                                                                                         | 300.00 | 0.25  | 75.00  |
| 06/14/2026 | RHB | Review State Election site; Email(s) with Ms. Aguiar; Review enabling act.                                                                                        | 300.00 | 0.50  | 150.00 |
| 06/15/2026 | RHB | Email(s) with Ms. Aguiar.                                                                                                                                         | 300.00 | 0.25  | 75.00  |
| 06/16/2026 | RHB | Email(s) with Ms. Petty.                                                                                                                                          | 300.00 | 0.25  | 75.00  |

Englewood Water District  
 Account No. 8.0000  
 RE: Legal Services

Statement Date: 06/27/2026  
 Statement No. 39205

|            |     |                                                                  | Rate   | Hours       |                 |
|------------|-----|------------------------------------------------------------------|--------|-------------|-----------------|
| 06/17/2026 | RHB | Email(s) with Mr. Oertel; Email(s) with Mr. Manganiello.         | 300.00 | 0.25        | 75.00           |
| 06/19/2026 | RHB | Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar.              | 300.00 | 0.25        | 75.00           |
| 06/23/2026 | RHB | Email(s) with Ms. Aguiar; Email(s) with Ms. Petty.               | 300.00 | 0.25        | 75.00           |
| 06/24/2026 | RHB | Email(s) with Ms. Aguiar; Review Enabling Act, Florida Statutes. | 300.00 | 0.50        | 150.00          |
| 06/25/2026 | RHB | Email(s) with Ms. Wheaton; Review Florida Statutes.              | 300.00 | 0.50        | 150.00          |
|            |     | For Current Services Rendered                                    |        | <u>7.25</u> | <u>2,175.00</u> |

Recapitulation

| <u>Timekeeper</u> | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|-------------------|--------------|-------------|--------------|
| Robert Berntsson  | 7.25         | \$300.00    | \$2,175.00   |

|                    |                   |
|--------------------|-------------------|
| PREVIOUS BALANCE   | \$2,250.00        |
| Total Current Work | 2,175.00          |
| Balance Due        | <u>\$4,425.00</u> |

Billing History

| <u>Fees</u> | <u>Hours</u> | <u>Expenses</u> | <u>Advances</u> | <u>Finance Charge</u> | <u>Payments</u> |
|-------------|--------------|-----------------|-----------------|-----------------------|-----------------|
| 183,612.50  | 683.76       | 0.00            | 52.80           | 0.00                  | 179,240.30      |

**BOARD AGENDA ITEM SUMMARY**

**5c**

**MEETING DATE:** July 9, 2026

**SUBJECT:** Oertel, Fernandez, Bryant & Atkinson  
Attorney's Invoice dated June 29, 2026

**CATEGORY:**      X   Consent

       Discussion

       Action

**CONTACT PERSON:** Lisa Hawkins

**DEPARTMENT:** Finance

**ITEM:** Request Board approval for payment of the Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated June 29, 2026.

**PURPOSE / JUSTIFICATION:** Legal services rendered.

**FISCAL IMPACT:** 500311-500-101

**Budget Resolution Required:**        yes                      X   no

|                            |    |                   |
|----------------------------|----|-------------------|
| Amount Budgeted            | \$ | 140,000.00        |
| Year to Date Expenditures  | \$ | (121,572.20)      |
| Total Expenditure Required | \$ | <u>(9,864.20)</u> |
| Remaining in Budget        | \$ | 8,563.60          |

**MOTION:** To approve the Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated May 31, 2026, for services rendered concerning the Winchester Ranch Development in the amount of \$9,864.20. Funds to come from water/wastewater revenues.

**Prepared By:** Ashley Aguiar

**Date:** June 30, 2026

**Approvals:**

\_\_\_\_\_ Administrator

\_\_\_\_\_ Finance

\_\_\_\_\_ Operations

**ACTION TAKEN BY BOARD:**        Denied        Approved / **Resolution No:** \_\_\_\_\_

**ATTACHMENTS:** Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated June 29, 2026

# BOARD AGENDA ITEM SUMMARY

7a

**MEETING DATE:** July 9, 2026

**SUBJECT:** Administrator Reclassification to Executive Director

**CATEGORY:**                 Consent

     Discussion

  X   Action

**CONTACT PERSON:** Heather Bagshaw

**DEPARTMENT:** Human Resources

**ITEM:** Administrator Reclassification to Executive Director

**PURPOSE / JUSTIFICATION:** The proposed title change from *Administrator* to *Executive Director* is intended to better reflect the executive leadership role and responsibilities of the District's chief administrative officer while aligning the District's organizational structure with the terminology commonly used by similar public agencies and special districts. The change will improve clarity in communications with residents, governmental partners, consultants, and vendors by using a title that more accurately conveys the position's leadership responsibilities. This action is administrative in nature only and is not intended to create a new position or alter the powers, duties, authority, compensation, or terms and conditions of employment established under the District's Enabling Act.

**MOTION:** To designate the title of the administrator as Executive Director, effective immediately. The Board finds that this change is administrative in nature only and does not create a new position nor alter the powers, duties, responsibilities, authority, compensation, or terms and conditions of employment associated with the position established under the District's Enabling Act. The position established under the District's Enabling Act as administrator shall hereafter be known as the Executive Director and may be referred to as such. All references to administrator in District policies, procedures, resolutions, contracts, employment agreements, personnel documents, and other District records shall be deemed to refer to the Executive Director and shall be revised accordingly, if necessary, consistent with the District's Enabling Act and applicable law. The Board further authorizes staff and legal counsel to make all conforming administrative revisions to District documents and records necessary to implement this action.

**Prepared By:** Ashley Aguiar

**Date:** June 26, 2026

Approvals:

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Operations

**ACTION TAKEN BY THE BOARD:**      Denied      Approved/**Resolution No:** \_\_\_\_\_

**ATTACHMENTS:**

# BOARD AGENDA ITEM SUMMARY

7b

**MEETING DATE:** July 9, 2026

**SUBJECT:** RFB 2026-145 Manasota Key Water Main Replacement

**CATEGORY:**  Consent

Discussion

Action

**CONTACT PERSON:** Dewey Futch

**DEPT.:** Production

**ITEMS:** RFB 2026-145 Manasota Key Water Main Replacement

**PURPOSE / JUSTIFICATION:** EWD solicited a Request for Bids (RFB) to reconstruct the water main that was damaged during Hurricane Milton. The project is funded, in part, through FEMA's Public Assistance Program. The improvements are necessary to maintain reliable service, protect public health, and ensure continued compliance with applicable regulatory standards. The contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, permits, and incidentals necessary to replace the damaged water distribution piping at Middle Beach on Manasota Key. A total of 11 bids were received, ranging from \$323,379.05 to \$1,079,220.74. Following Procurement's review of bid responsiveness and administrative responsibility, and the District's Engineer of Record, Kimley-Horn's technical evaluation and recommendation, staff recommends award of the contract to Badger Drilling LLC in the amount of \$323,379.05.

**FISCAL IMPACT:** 600656-600-200

**Budget Resolution Required:**  yes  no

|                              |                        |
|------------------------------|------------------------|
| Amount Budgeted:             | \$ 615,000.00          |
| Year to Date Expenditure:    | \$ (90,835.77)         |
| Open POs                     | \$ (21,114.00)         |
| <u>Expenditure Required:</u> | <u>\$ (323,379.05)</u> |
| Remaining in Budget:         | \$ 169,671.18          |

**MOTION:** To award the contract for reconstruction of the Hurricane Milton-damaged water main to Badger Drilling LLC in the amount of \$323,379.05

**Prepared By:** Ashley Aguiar

**Date:** June 30, 2026

**Approvals:**

\_\_\_\_\_  
Administrator

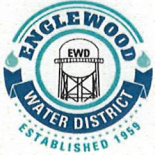
\_\_\_\_\_  
Finance

\_\_\_\_\_  
Operations

**ACTION TAKEN BY BOARD:**  Denied  Approved / Resolution No: \_\_\_\_\_

**Attachments:**

- Badger Drilling - CIP - 323379.05 - Admin App – PAF
- KH - Manasota Key WMR Award Recommendation
- RFB 2026-145 - Bid Tabulation
- RFB 2026-145 - NOI Award
- RFB 2026-145 Manasota Key Water Main Replacement \****distributed electronically only***



# ENGLEWOOD WATER DISTRICT

**PROCUREMENT APPROVAL FORM** (To be completed when requisition is above requester's procurement authority level)

REQUESTER: KEITH LEDFORD DEPARTMENT: CIP

REQUESTER APPROVAL AUTHORITY (\$): 50,000 COST OF REQUISITION (\$): 323,379.05

VENDOR NAME: BADGER DRILLING CREDIT CARD PURCHASE (Y/N)?: N

ACCOUNT #: 620656-600-200 BUDGETED ITEM (Y/N)?: Y

FIXED ASSET (Y/N) Y REMAINING BALANCE IN ACCOUNT BEFORE PURCHASE (\$): 503,050.23

**DESCRIPTION OF REQUISITION:** Use additional sheets of paper, if needed. Please attach estimate. Any purchases over \$10,000 will still be subject to 3 written quotes, bids, proposals, piggybacks, etc. Any purchases over \$50,000 will still need Board Approval. For PO's using multiple departments' accounts, please list the account numbers and balances in this section and have the relevant dept. managers (following their procurement authority and chain of command) sign off below.

Manasota Key Water Main Replacement.  
See Board Item Summary for more details.

**ANY PROCUREMENT OVER \$10,000:** Have Purchasing complete procurement method and sign-off before Supervisory approval.

PROCUREMENT METHOD: RFB 2026-145

BW

Date: 7/1/26

PROCUREMENT MANAGER SIGNATURE

MANAGER'S SIGNATURE

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

MANAGER'S SIGNATURE

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

MANAGER'S SIGNATURE

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

MANAGER'S SIGNATURE

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Ania Hawley

Date: 7-1-26

ADMINISTRATOR'S SIGNATURE (For requisitions above \$5,000)

Please attach the completed and signed Procurement Approval Form and estimate, in SAP when the requisition is generated for the purchase. When purchasing by PO, a PO must be in place **before** the order is placed.



June 18, 2026

Mr. Keith R. Ledford, Jr., P.E.  
Administrator  
Englewood Water District  
201 Selma Avenue  
Englewood, FL 34223

**RE: *Englewood Water District RFB 2026-145  
Manasota Key Water Main Replacement Project  
Recommendation for Contractor Award***

Dear Mr. Ledford:

The Englewood Water District advertised for the RFB 2026-145 Manasota Key Water Main Replacement Project (Project) on May 5, 2026. The solicitation responses were due on June 11, 2026, where eleven bids were received and publicly opened. All of the bids received are summarized in the table below.

| <b>Bidder</b>                  | <b>Total Base Bid</b> |
|--------------------------------|-----------------------|
| <b>Badger Drilling, LLC</b>    | \$323,379.05          |
| <b>ITG Communications</b>      | \$370,290.03          |
| <b>Spectrum Underground</b>    | \$380,394.07          |
| <b>DeJonge Excavating</b>      | \$389,545.00          |
| <b>Cacique Utilities</b>       | \$443,600.00          |
| <b>ADS, Inc.</b>               | \$450,300.00          |
| <b>C &amp; B Civil</b>         | \$486,888.00          |
| <b>Andrew Sitework</b>         | \$506,000.00          |
| <b>C &amp; M Road Builders</b> | \$604,200.00          |
| <b>Garney Companies</b>        | \$987,780.00          |
| <b>Woodruff &amp; Sons</b>     | \$1,079,220.74        |

The bids were compared to determine Badger Drilling, LLC is the apparent low bidder.

Kimley-Horn and Associates, Inc. (Kimley-Horn) evaluated the technical material submitted by Badger Drilling, LLC with their bid. These materials submitted include information on the contractor's background, experience, and qualifications from other projects. Badger Drilling, LLC's experience represented in the bid package, reflects recent work that is comparable in scope and nature to the Manasota Key Water Main Replacement Project.

Kimley-Horn also contacted references submitted by Badger Drilling, LLC. Based on the responses of the references, the consensus is that the projects performed by Badger Drilling, LLC were completed to the satisfaction of their clients.

Further, Kimley-Horn recommends that Englewood Water District awards the Project to the lowest bidder, Badger Drilling, LLC, in the amount of \$323,379.05.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**

Heather M. Ripley, P.E.

Engineer of Record

Cc: Bee Ling Wheaton, Englewood Water District



**ENGLEWOOD WATER DISTRICT BID OPENING**

June 11 (Thu), 2026 @ 2:30 PM

**Bid Tabulation**

**RFB 2026-145 Manasota Key Water Main Replacement**

| <b>BIDDER'S COMPANY</b>        | <b>DATE &amp; TIME RECEIVED</b> | <b>BID TOTAL (\$)</b>            |
|--------------------------------|---------------------------------|----------------------------------|
| Badger Drilling, LLC.          | June 11, 2026 @ 10:10 a.m.      | <del>318,379.05</del> 323,379.05 |
| Cacique Utilities, LLC.        | June 11, 2026 @ 10:10 a.m.      | 443,600.00                       |
| Spectrum Underground, Inc.     | June 11, 2026 @ 10:11 a.m.      | 380,394.07                       |
| C & M Road Builders            | June 11, 2026 @ 12:00 p.m.      | 604,200.00                       |
| ITG Communications             | June 11, 2026 @ 12:45 p.m.      | <del>370,290.83</del> 370,290.03 |
| ADS, Inc.                      | June 11, 2026 @ 12:50 p.m.      | 450,300.00                       |
| Andrew Sitework, LLC.          | June 11, 2026 @ 12:57 p.m.      | 506,000.00                       |
| C & B Civil Construction       | June 11, 2026 @ 1:35 p.m.       | 486,888.00                       |
| DeJonge Excavating Contractors | June 11, 2026 @ 1:35 p.m.       | 389,545.00                       |
| Woodruff and Sons, Inc.        | June 11, 2026 @ 1:38 p.m.       | 1,079,220.74                     |
| Garney Companies, Inc.         | June 11, 2026 @ 2:01 p.m.       | 987,780.00                       |

**NOTES:**

- 1) Badger Drilling, LLC.'s submitted bid total excluded Item 14 (Permitting Allowance). The evaluated bid amount was corrected to include all bid items.
- 2) Apparent Low Bidder is Badger Drilling, LLC., in the amount of \$323,379.05
- 3) Corrected evaluated amounts are identified by strikethrough and replacement values where applicable.



**ENGLEWOOD WATER DISTRICT  
NOTICE OF INTENDED AWARD**

June 24, 2026

**Solicitation No.:** RFB 2026-145  
**Project:** Manasota Key Water Main Replacement

Following evaluation of the bids received in response to the above-referenced Solicitation, the Englewood Water District intends to recommend award of the Contract to the following Bidder:

**Badger Drilling, LLC.**

The District currently anticipates presenting this item to the Board of Supervisors for consideration at its meeting on July 9, 2026.

This Notice of Intended Award does not constitute a Contract, Notice of Award, or authorization to proceed with the Work.

In accordance with the Solicitation Documents, any Bidder who is adversely affected by this intended award may file a written protest with the District's Procurement Manager within three (3) business days after posting of this Notice of Intended Award. Any protest must comply with the requirements set forth in Part A, Section 33 of the Solicitation, including submission of the required protest bond.

Following expiration of the protest period, and subject to Board approval, the District intends to issue a Notice of Award to the successful Bidder in accordance with the Solicitation Documents.

Questions regarding this Notice should be directed to:

**Bee Ling Wheaton**  
Procurement Manager  
Englewood Water District  
201 Selma Avenue  
Englewood, Florida 34223  
[bwheaton@englewoodwater.com](mailto:bwheaton@englewoodwater.com)



| Solicitation Information |                                       |
|--------------------------|---------------------------------------|
| Number:                  | RFB 2026-145                          |
| Title:                   | Manasota Key Water Main Replacement   |
| Point of Contact:        | Bee Ling Wheaton, Procurement Manager |
| Contact Email:           | purchasing@englewoodwater.com         |

**Issued By:**

**Englewood Water District**  
**Procurement Department**  
 201 Selma Avenue, Englewood, FL 34223

| Procurement Schedule                                                                                                                                             |                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Advertisement                                                                                                                                                    | May 5, 2026              |
| <u>Non-Mandatory Pre-Bid Conference</u><br>Pre-Bid Location: Englewood Water District Board Room, 201 Selma Avenue, Englewood, Florida 34223<br>Site Visit: None | 10:30 A.M., May 13, 2026 |
| Final Date for Bidder Questions                                                                                                                                  | 5:00 P.M., May 28, 2026  |
| Anticipated Final Addendum Issued                                                                                                                                | June 4, 2026             |
| Solicitation Responses Due                                                                                                                                       | 2:15 P.M., June 11, 2026 |

This solicitation was publicly advertised in the Sarasota Herald Tribune on the date indicated above, posted on [www.DemandStar.com](http://www.DemandStar.com) and on the District's website at <https://englewoodwater.com/legal-notice-purchasing>.

The schedule set out herein represents the District's best estimate of the schedule that will be followed. All dates and times in this Solicitation may be changed by a written Addendum issued by the District. After the deadline for Bid Submissions, any remaining dates and times are estimates and may be adjusted by the District at its discretion without issuing a formal Addendum.

All times indicated are Eastern Time (ET).

# TABLE OF CONTENTS

|                                                             |    |
|-------------------------------------------------------------|----|
| 1. PART A – General Information .....                       | 3  |
| 2. PART B – Scope of Work .....                             | 15 |
| 3. PART C – Bid Submission Requirements and Checklist ..... | 16 |
| 4. PART D – Evaluation and Acceptance of Bids .....         | 23 |
| 5. PART E – Bid Forms.....                                  | 26 |
| E1 Bid Form .....                                           | 26 |
| E 2 Representations and Certifications.....                 | 29 |
| 6. PART F – Insurance Requirements .....                    | 42 |
| 7. PART G – Federal Contract Provisions .....               | 44 |
| 8. PART H – General Conditions .....                        | 52 |
| 9. PART I – Special Provisions .....                        | 87 |
| 10.PART J – Sample Construction Agreement .....             | 89 |
| 11. Technical Specifications (Incorporated by Reference)    |    |
| 12. Bid Plans (Incorporated by Reference)                   |    |

## **PART A - GENERAL INFORMATION**

### **1. Legal Notice**

Notice is hereby given that the Englewood Water District (“District”), Englewood, Florida, is requesting Sealed Bids for RFB 2026-145, Manasota Key Water Main Replacement, in accordance with applicable Florida law.

Sealed Bids will be received until 2:15 PM (ET) on June 11, 2026, at the Englewood Water District Administrative Office, 201 Selma Avenue, Englewood, Florida 34223. Bids received after the due date and time will not be considered.

Bids will be publicly opened and read aloud at 2:30 PM (ET) on June 11, 2026, in the District Board Room located at 201 Selma Avenue, Englewood, Florida 34223.

The Project generally consists of the replacement of damaged water distribution piping at Manasota Key, including associated fittings, connections, restoration, and appurtenant work.

A non-mandatory pre-bid meeting will be held on May 13, 2026 at 10:30 a.m. in the District Board Room located at 201 Selma Avenue, Englewood, Florida 34223. There will be no site visit. Attendance is strongly encouraged but not required.

Bid Documents may be obtained from [www.DemandStar.com](http://www.DemandStar.com) and the District’s website at <https://englewoodwater.com/legal-notice-purchasing>

All questions regarding this Solicitation must be submitted in writing in accordance with the instructions contained in the Solicitation Documents.

The District reserves the right to reject any or all Bids and to waive informalities or irregularities in the bidding process, as permitted by law.

### **2. Solicitation Overview**

The Englewood Water District (the “District”) invites sealed Bids from qualified and experienced Contractors to perform the construction services described in this Request for Bids (“RFB” or “Solicitation”) for the Manasota Key Water Main Replacement Project.

This Solicitation establishes the requirements for submission, evaluation, and award of a construction services Contract. The Work to be performed is more particularly described in Part B – Scope of Work and the Contract Documents, including the General Conditions, Special Provisions, Technical Specifications, Plans, and Exhibits.

Award, if made, will be to the responsible Bidder who submits the lowest responsive Bid, as determined by the District. The District reserves the right to reject any or all Bids and to waive minor irregularities or informalities in the bidding process.

No contractual relationship or financial obligation shall exist on the part of the District until a Contract has been formally awarded and fully executed by all required parties.

### **3. Federal Funding Notice**

This Project is funded in whole or in part through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. Contractors performing work under any Contract resulting from this Solicitation shall comply with all applicable federal laws, regulations, and requirements, including but not limited to 2 C.F.R. Part 200 and its Appendix II.

Applicable federal contract provisions are included in Part G – Federal Contract Provisions of this Solicitation and will be incorporated into the resulting Contract.

In the event of a conflict between federal requirements and any provision of the Solicitation or resulting Contract, federal requirements shall govern.

**4. Issuing Authority and Point of Contact**

This Solicitation is issued by Englewood Water District under the authority of its governing body and applicable Florida law.

The Point of Contact for this Solicitation, including contact information, is identified on the cover page of this Solicitation.

**5. Electronic Posting of Solicitation Package**

The District's official outlets for publication and posting of District Solicitations is on the DemandStar Platform and the District's website. The Platform is the only place the District will post Solicitation information, including any and all Addenda, question & answer and contract-related information. The District will not honor or verify information redistributed or reposted by other entities on other Internet sites. Bidders relying on such "second-hand" information will do so at their own risk and of no consequence to the District.

**6. Attachments and Exhibits**

This Solicitation consists of multiple documents, forms, and attachments that collectively define the requirements for submitting a Bid and performing the Work. Bidders are responsible for reviewing all Solicitation Documents and Addenda. Failure to submit required forms or acknowledge Addenda may render a Bid Non-Responsive.

**7. Communications, Cone of Silence, and Regulatory Compliance**

From the date of issuance of this Solicitation through Contract Award, the Point of Contact identified on the Cover Page is the sole authorized point of contact for this procurement.

All communication regarding this Solicitation must be submitted by email to the identified Point of Contact. Oral communications, including discussions at any pre-Bid conference or site visit, are not binding and shall not be relied upon by Bidders.

Upon issuance of this Solicitation, District employees, officials, and representatives other than the Point of Contact shall not discuss the contents of this Solicitation with any prospective Bidder or its representatives. Any violation of applicable communication restrictions, ethics laws, or Solicitation requirements may result in disqualification.

Clarifications, interpretations, or changes to this Solicitation will be made only by a written Addendum issued by the District.

**8. Purpose and Solicitation Intent**

The purpose of this Solicitation is to obtain a qualified, experienced, and responsible Contractor to perform the Work described in this RFB in accordance with all Solicitation Documents and Contract Documents.

For purposes of this Solicitation, the terms "shall," "must," and "will" indicate mandatory requirements. Failure to comply with a mandatory requirement may result in rejection of the Bid as non-responsive. A deviation is considered material if, in the District's sole discretion, the Bid is not in substantial compliance with the requirements of this Solicitation.

The terms "should" and "may" indicate permissive provisions or recommended actions and are not mandatory unless otherwise expressly stated.

The Solicitation Documents include this RFB and all attachments, exhibits, addenda, plans, specifications, and related documents issued by the District. The Contract Documents shall consist of the executed Contract and all documents incorporated therein.

The Contract Documents are intended to be complementary. Work required by any one document shall be as binding as if required by all.

Any Contract resulting from this Solicitation shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action arising out of or relating to this Solicitation or the resulting Contract shall lie exclusively in Sarasota County, Florida.

**9. Bidder Due Diligence and Site Conditions**

By submitting a Bid, the Bidder represents that it has carefully examined the Project site(s), the location of the proposed Work, and all Solicitation and Contract Documents, including plans and specifications.

The Bidder is responsible for satisfying itself as to all conditions affecting the Work, including surface and subsurface conditions, utilities, obstructions, ground conditions, and any other factors that may impact performance.

Bidders are strongly encouraged to visit the Project site(s) and conduct any investigations necessary to fully understand the conditions affecting the Project. Failure to do so shall not relieve the Bidder of responsibility for having fully informed itself of all conditions affecting the Work.

The Bid Price shall include all costs necessary to complete the Work under the conditions that exist, or that could reasonably be discovered through due diligence.

No allowance will be made for failure to investigate site conditions or review the Contract Documents.

**10. Pre-Bid Conference and Site Visit**

**Non-Mandatory:**

A non-mandatory pre-Bid conference will be held as indicated in the Procurement Schedule. Attendance is encouraged but is not required as a condition of submitting a Bid.

**11. Questions, Clarifications, and Addenda**

All Questions regarding this Solicitation must be submitted in writing to the Point of Contact no later than the deadline stated in the Procurement Schedule.

Only written responses issued by the District in the form of an Addendum are binding. Bidders are responsible for reviewing and acknowledging all Addenda issued for this Solicitation.

**12. Exceptions to Solicitation Terms**

Any requested exceptions, deviations, or proposed modifications to the requirements, terms, or conditions of this Solicitation must be submitted as a written Question during the Question-and-Answer period identified in the Procurement Schedule.

The District will consider such requests only if submitted in accordance with the procedures and deadlines stated in this Solicitation. Any approved exception or modification will be issued solely by written Addendum and shall apply equally to all Bidders.

Exceptions, assumptions, qualifications, or conditions included in a Bid Submission or submitted after the close of the Question and Answer period may not be considered and may render the Bid non-responsive.

**13. Contents of the Solicitation Package and Bidder's Responsibility**

It is the responsibility of the Bidder to carefully examine and become thoroughly familiar with all requirements, terms, conditions, specifications, plans, attachments, and Addenda included in this Solicitation.

Failure of the Bidder to review or understand any portion of the Solicitation Documents shall not relieve the Bidder of responsibility for complying with all requirements of the Solicitation or any resulting Contract.

**14. Public Bid Opening**

This Project is classified as a construction project. All Bids received prior to the submission deadline will be publicly opened in accordance with § 255.0518, Florida Statutes, and other applicable laws governing public construction procurements. The public opening will occur at the time and place identified in the Procurement Schedule.

At the public opening, the names of the Bidders and the base Bid totals will be read aloud and recorded. No determination regarding responsiveness, responsibility, or award will be made at the time of the Bid Opening.

**15. Contingent Fees Prohibited**

The Bidder warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure any resulting Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Bidder any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the District will have the right to terminate any resulting Contract without further liability and at its discretion, deduct from the Contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of any resulting Contract.

**16. State Registration Requirements**

Any corporation submitting a Submittal Package in response to this Solicitation shall be registered with, or have applied for registration with, the Florida Department of State in accordance with Chapter 607, Florida Statutes. A copy of the registration or application may be required prior to the award of a Contract.

Any partnership submitting a Bid shall comply with the applicable provisions of Chapter 620, Florida Statutes. Additional information regarding these requirements is available from the Division of Corporations of the Florida Department of State.

**17. State Contractor Licensing**

The Bidder shall hold a current, active, and valid State of Florida contractor license appropriate for the scope of Work, issued by the Florida Department of Business and Professional Regulation pursuant to Chapter 489, Florida Statutes, at the time the Bid is submitted and shall maintain such license in good standing for the duration of any Contract awarded. Licensing information needs to be provided in the Representations and Certifications Form.

**18. Prerequisites for Award**

The successful Bidder shall, following issuance of a Notice of Award, satisfy all post-award administrative, insurance requirements set forth in the Insurance Requirements section of the Solicitation and Contract Documents, bonding, and other contractual requirements as a condition precedent to the District's execution of the Contract and issuance of a Notice to Proceed.

Such requirements include, without limitation, the submission of required Performance and Payment Bonds, certificates of insurance, and any other documents specified in the Contract Documents.

Affidavits or certifications submitted with the Bid may be reviewed for responsiveness; however, the District reserves the right to require updated or newly executed affidavits at the time of Contract execution to ensure continued compliance with applicable laws.

No Work shall commence until the Contract has been fully executed by the District and a written Notice to Proceed has been issued.

**19. Substitution(s)/Approved Alternative(s)**

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article, or patented process by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

Any proposed substitution must be submitted in writing no later than **15** business days prior to the Bid submission deadline, as identified in the Procurement Schedule. This earlier deadline is required to allow sufficient time for technical evaluation by the Engineer of Record.

The Bidder shall provide the name of the manufacturer, model number, and all technical data, specifications, drawings, performance information, and other documentation necessary for the District and Engineer of Record to evaluate the proposed substitution. Failure to provide sufficient information by the deadline will result in the proposed substitution not being considered.

Substitutions that, in the District's sole discretion, require additional design work, modification of the Contract Documents, or result in increased cost to the District will not be approved.

Approval of any substitution shall be made only by a written Addendum issued by the District. A Bid containing an unapproved substitution may be deemed non-responsive.

**20. Order of Precedence in Solicitation Documents**

In the event of a conflict among the Solicitation Documents prior to contract award, the following order of precedence shall apply:

- A. Applicable federal requirements and mandatory grant conditions incorporated into the Solicitation Documents;
- B. Written Addenda issued by the District;
- C. This Solicitation, including instructions to Bidders and other sections of the Solicitation;
- D. All other Solicitation attachments, exhibits, appendices, plans, and reference materials;
- E. The Bid Form and other required forms and certifications submitted by the Bidder;

In the event of any ambiguity or inconsistency, the District's written interpretation shall control.

**21. Reservation of Rights; No Obligation to Award**

The District reserves the right to cancel this Solicitation, reject any or all Bids, request Clarification of Bids, or re-solicit the Work when such action is determined to be in the best interest of the District.

Issuance of this Solicitation does not commit the District to award a Contract or to pay any costs incurred in preparation or submission of a Bid.

**22. No Contract Until Award**

No Bid shall be construed as creating any binding obligation on the District. No Bidder shall commence Work or incur costs in anticipation of award.

A binding Contract shall exist only upon full execution of a written Contract by all authorized parties and issuance of a written Notice to Proceed by the District.

The District shall not be liable for any costs incurred by a Bidder prior to full execution of the Contract and issuance of the Notice to Proceed.

**23. District is Tax Exempt**

Bidders are responsible for all applicable taxes and fees associated with the Work. The District will not provide its tax exemption status for the Contractor's use in purchasing materials or services. By submitting a Bid, the Bidder certifies that the Bid Price includes all applicable taxes, permits, and charges for which the Bidder is legally responsible.

**24. E-Verify**

Pursuant to section 448.095, Florida Statutes, the District may not enter into a contract with a contractor unless the contractor and its subcontractors comply with applicable employment eligibility verification requirements, including participation in the federal E-Verify Program.

Bidders shall comply with this requirement as a condition of eligibility for award. Additional certifications or documentation may be required elsewhere in the Solicitation or Contract Documents.

**25. Unauthorized Alien Workers**

The District will not intentionally award any publicly funded Contract to a Contractor that knowingly employs unauthorized alien workers, in violation of the employment provisions of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. § 1324a(e)).

Employment by a Contractor of unauthorized alien workers shall be deemed a violation of section 274A(e) of the Immigration and Nationality Act and shall constitute grounds for termination of the Agreement by the District.

**26. Non-Discrimination**

The District does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S. §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory Bidder list may not submit a Bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform Work as a Contractor, supplier, Subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity.

**27. Scrutinized Companies**

Pursuant to section 287.135, Florida Statutes, the District is prohibited from awarding a Contract to any person or entity that is a Scrutinized Company, as defined by Florida law.

As a condition of eligibility for award, each Bidder shall submit a certification and any required affidavit, in the form provided by the District, attesting to compliance with section 287.135, Florida Statutes. The applicable certification requirements vary based on the total value of the Contract.

Submission of a false certification, placement of the Contractor on a Scrutinized Companies list, or engagement in prohibited business operations during the term of the Contract may constitute a breach of the Contract and may result in termination and other remedies available under applicable law.

**28. Foreign Entity of Concern**

Pursuant to Section 287.138, Florida Statutes, the District may not accept a response from or enter into a Contract with an entity that meets the definition of a “foreign entity of concern” where such entity would be granted access to an individual’s personal identifying information. Bidders must submit the Foreign Entity of Concern Affidavit included in Representations and Certifications Form as a condition of eligibility for Contract Award.

**29. Anti-Human Trafficking Compliance**

The District does not enter into Contracts with entities that engage in human trafficking or forced labor practices. Compliance with Section 787.06, Florida Statutes, is required. The successful Bidder will be required to certify compliance as part of the Representations and Certifications Form submitted with the Bid.

**30. Public Entity Crimes (Convicted Vendor List)**

Pursuant to Section 287.133, Florida Statutes, the District is prohibited from awarding a Contract to any Bidder or affiliate listed on the State of Florida Convicted Vendor List. Placement on the Convicted Vendor List results from a conviction for a public entity crime as defined by Florida law.

Compliance with Section 287.133, Florida Statutes, is a condition of eligibility for award. By submitting a Bid, the Bidder certifies that neither the Bidder nor any affiliate is listed on the Convicted Vendor List, as set forth in the Representations and Certifications Form included in this Solicitation.

**31. Prohibition Against Considering Social, Political, or Ideological Interests**

Pursuant to §287.05701, Florida Statutes, the District may not request documentation of or consider a vendor’s social, political, or ideological interests when determining whether a Bidder is a responsible vendor or when awarding a Contract.

**32. Public Records Law**

Chapter 119, Florida Statutes, applies to all Bids submitted in response to this Solicitation.

Pursuant to section 119.071(1)(b), Florida Statutes, sealed Bids received by a public agency in response to a Request for Bids are exempt from inspection and copying until the earlier of:

- The agency provides notice of a decision or intended decision pursuant to section 120.57(3)(a), Florida Statutes; or
- Thirty (30) days after the Bid opening.

If the District rejects all Bids and concurrently provides notice of its intent to reissue the Solicitation, the rejected Bids shall remain exempt until the District provides notice of a decision or intended decision concerning the reissued Solicitation, or until the reissued Solicitation is withdrawn, whichever occurs first.

All records shall be disclosed in accordance with applicable public records law.

Bidders are advised that materials submitted in response to this Solicitation are subject to public disclosure unless specifically exempt by law. If a Bidder claims that any portion of its submittal is exempt from disclosure, the Bidder shall clearly identify the claimed exemption and provide the statutory basis supporting the claim. The District shall determine the applicability of any claimed exemption in accordance with Florida law.

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ENGLEWOOD WATER DISTRICT 201 SELMA AVENUE, ENGLEWOOD, FL 34223 (941) 460-1003, [publicrecordsrequests@englewoodwater.com](mailto:publicrecordsrequests@englewoodwater.com).**

**33. Vendor Protest**

Following completion of the evaluation process, the District will issue a written Notice of Intended Award.

Any actual or prospective Bidder who is adversely affected by the Notice of Intended Award may file a written protest with the District's designated procurement Point of Contact within three (3) business days after posting of the Notice of Intended Award.

The written protest must:

- A. Be signed by an authorized representative of the protesting Bidder;
- B. State with particularity the facts and legal grounds upon which the protest is based; and
- C. Include all supporting documentation that the protesting Bidder wishes the District to consider.

Protests of solicitation specifications or requirements must be filed prior to the bid opening date and are not subject to the protest bond requirement.

**Protest Bond.** Any protest filed pursuant to this section shall be accompanied by a protest bond payable to the District in an amount equal to one percent (1%) of the estimated contract value, but not less than Five Thousand Dollars (\$5,000) nor greater than Fifty Thousand Dollars (\$50,000). The protest bond shall be submitted at the time of filing the written protest and shall be in a form acceptable to the District.

A protest shall not be considered properly filed unless accompanied by the required protest bond within the time prescribed for filing the protest. A protest is considered filed upon actual receipt by the District, including receipt of the protest bond. Failure to timely file a written protest and the required protest bond within the required three (3) business days shall constitute a waiver of the Bidder's right to protest.

The protest bond shall be conditioned upon the payment of all costs and charges which may be incurred by the District in connection with the protest. If the protest is withdrawn

or determined by the District to be without merit, the District shall be entitled to recover from the protest bond all costs and charges incurred in connection with the protest, to the extent permitted by law. Any remaining portion of the bond shall be returned to the protesting Bidder. If the protest is determined to be valid in whole or in part, the protest bond shall be returned to the protesting Bidder, less any costs otherwise determined to be payable by the protesting Bidder, if applicable.

The timely filing of a protest shall stay Contract Award until the protest is resolved, unless the District determines in writing that immediate award is necessary to protect the public health, safety, or welfare, or otherwise serves the public interest.

Upon receipt of a timely protest, the District will review the protest and issue a written determination. The District's determination shall constitute final administrative action of the District for purposes of judicial review.

### **34. Definitions**

Capitalized terms not defined in this section shall have the meanings assigned in the General Conditions.

#### **-A-**

**Acceptance:** The act of an authorized representative of Englewood Water District by which the District assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the Contract.

**Addendum:** Changes or revisions to the Solicitation Package will be in the form of an Addendum posted on the District's online Platforms. It is the Bidder's sole responsibility to determine if any Addenda were issued, acknowledging and incorporating said Addenda into their response to the Solicitation.

**Award:** The formal decision by the District to award the Contract to a selected Bidder.

#### **-B-**

**Bid:** Shall refer to any bid, offer, or response submitted in regard to this Solicitation that, if accepted, would bind the Bidder to fulfil the resultant Contract.

**Bidder:** An individual, company, or other legal entity that directly or indirectly (e.g., through an affiliate) submits a Bid or is awarded a Contract to perform construction.

**Bid Bond:** A surety bond submitted as Bid Security, issued by a surety authorized to do business in the State of Florida, guaranteeing that the Bidder will enter into the Contract and furnish the required bonds and insurance if awarded.

**Bid Documents:** The RFB and all documents issued by the District in connection with the Solicitation, including addenda, attachments, specifications, plans, forms, and related materials.

**Bid Due Date and Time:** The date and time specified in the Solicitation by which all Bids must be received by the District. Bids received after the Bid Due Date will be considered late and shall not be considered for award.

**Bid Form:** The form included in the Solicitation that must be completed and executed by the Bidder, including the pricing schedule, acknowledgments, representations, and required signature, and which constitutes the Bidder's offer to perform the Work in accordance with the Solicitation and Contract.

**Bid Security:** A form of security submitted with a Bid to ensure that the Bidder will execute the Contract and provide the required bonds and insurance if awarded the Contract. Bid

Security may be in the form of a Bid Bond, cashier's check, or certified check, as specified in the Solicitation.

**-C-**

**Contract:** The mutually binding legal agreement between the District and the Contractor that is created upon execution of the Contract following award of this Solicitation.

**Contract Documents:** The documents that form the Contract, including those incorporated by reference therein, such as the Solicitation, the Contractor's Bid, Addenda, plans, specifications, exhibits, and other documents identified in the Contract.

**Contractor:** The Bidder to whom Contract award has been made. Used when conditions or responsibilities apply only to the awarded Contractor that will provide goods or services as a result of the awarded Contract.

**Correction:** The elimination of a defect.

**-D-**

**Day:** Refers to calendar day unless otherwise stated. When a due date for any submission or action required to be performed falls on a District holiday, Saturday or Sunday, then the same shall not be required to be submitted or performed until the next business day thereafter.

**District:** Refers to the Englewood Water District, Florida, the public entity issuing this Solicitation and entering into the resulting Contract.

**-E-**

**Executed:** When a Contract or agreement has been signed by the people necessary for it to become effective. Execution may be accomplished by wet signatures or electronic signatures.

**-L-**

**Language:** The words "shall," "must," and "will" indicate mandatory requirements. The words "may" and "should" indicate permissive requirements.

**Lump Sum:** A fixed total price for a specified portion of the Work as stated in the Bid Form or Contract Documents. Payment for Lump Sum items is not dependent on measured quantities but on completion of the specified Work.

**-M-**

**Material Changes:** A change to the Solicitation that affects the scope of Work, specifications, Contract requirements, or other terms in a manner that could reasonably be expected to impact a Bidder's pricing, ability to perform, or decision to submit a Bid.

**-N-**

**Notice of Award:** A written notice issued by the District to the successful Bidder following completion of the protest process and satisfaction of all conditions precedent, indicating the District's intent to execute the Contract.

**Notice of Intended Award:** A written notice issued by the District identifying the Bidder selected for award, which triggers the applicable protest period. The Notice of Intended Award does not constitute a Contract or authorization to proceed with the Work.

**Notice to Proceed (NTP):** A written authorization issued by the District after full execution of the Contract and satisfaction of all conditions precedent, directing the Contractor to commence the Work.

The Notice to Proceed may be issued in the form of a Purchase Order or other written authorization from the District, provided such document expressly authorizes the Contractor to begin Work.

**Non-Responsible (Bidder):** Is a Bidder determined by the District to lack the capability, capacity, or reliability to perform the requirements of the Solicitation, and therefore is not eligible for award.

**Non-Responsive (Bid):** Is a Bid that fails to conform in all material respects to the requirements of the Solicitation and therefore cannot be considered for award. A Bid shall be deemed non-responsive if it omits, qualifies, or fails to include any material requirement of the Solicitation.

**-P-**

**Payment Bond:** A Bond obtained from the successful Bidder to ensure the financial protection of Subcontractors and suppliers of the prime Contractor, which protects the District against claims for non-payment by Subcontractors supplying labor or materials in the performance of the Contract.

**Performance Bond:** A Bond obtained from the successful Bidder to guarantee completion of a Contract in accordance with the Contract documents in the event of a default by the Bidder.

**Project:** The construction work to be performed as described in this Solicitation and the Contract Documents.

**Purchase Order (PO):** A written authorization issued by the District to the Contractor for the purchase of goods or services. When issued after full execution of the Contract, a Purchase Order may serve as the Notice to Proceed only if it expressly authorizes the Contractor to commence Work.

**-Q-**

**Questions:** Questions or requests for Clarification that Bidders (or potential Bidders) submit regarding a Solicitation document. These Inquiries typically address aspects of the Solicitation such as specifications, terms and conditions, Scope of Work, or submission requirements. The purpose of these Inquiries is to ensure that the Bidders fully understand the requirements and expectations of the District enabling them to submit accurate and competitive Bids.

**-R-**

**Responsible (Bidder):** Is a Bidder who has the capability, in all material respects, to perform the requirements of the Solicitation and the integrity and reliability to assure good faith performance. Responsibility may include, but is not limited to, consideration of the Bidder's experience, qualifications, financial capacity, past performance, and ability to perform the Work in accordance with the Solicitation.

**Responsive (Bid):** Is a Bid that conforms in all material respects to the requirements of the Solicitation. A Responsive Bid is submitted by the deadline date and time, acknowledges receipt of all Addenda, and includes all material information, forms, certifications, pricing, and other documentation required by the Solicitation.

**Request for Bid (RFB):** Is a formal procurement document used to solicit sealed, competitive Bids from qualified Bidders, Contractors, or service providers for specific goods, construction projects, or services required by the District.

**-S-**

**Single Bid:** Where the RFB has obtained a legitimate Bid from only one Bidder (a legitimate Bid does not include a Non-Responsive Bid).

**Scope of Work:** The description of the Work to be performed under the Contract, including all labor, materials, equipment, tasks, and requirements necessary to complete the Project in accordance with the Contract Documents.

**Solicitation/Solicitation Documents:** The Request for Bid (RFB) and all associated documents, forms, attachments, and Addenda issued by the District requesting Bids for the Project.

**Subcontract:** Any agreement by the Contractor with any Subcontractor, supplier, consultant, or other person or entity to perform any portion of the Work or to furnish labor, materials, or equipment for the Project.

**Subcontractor:** Any person or entity of any tier that has entered into a Subcontract to perform any part of the Work.

**-U-**

**Unit Price:** The price stated in the Bid Form for a single unit of Work. Payment for Unit Price items will be based on the actual quantity of Work performed and accepted by the District multiplied by the applicable Unit Price.

**-W-**

**Work:** All labor, materials, equipment, supervision, services, and other items necessary to complete the Project in accordance with the Contract Documents.

## **PART B: SCOPE OF WORK**

### **1. Background**

The Englewood Water District (“EWD” or “District”) is undertaking this Project to address infrastructure needs within its water system resulting from hurricane damage. The improvements are necessary to maintain reliable service, help to protect public health, and to ensure continued compliance with applicable regulatory standards.

This summary is provided for general informational purposes only and does not modify the requirements set forth in the Contract Documents.

### **2. Scope of Work - General Description**

The Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, permits (except as otherwise expressly stated), and incidentals necessary to perform and complete the Work in accordance with the Contract Documents.

The Project generally consists of the replacement of damaged water distribution piping at Manasota Key, Englewood, Florida, including associated fittings, connections, restoration, and appurtenant work, as more particularly described in the Technical Specifications and Drawings.

The complete scope of Work, including all technical, administrative, and procedural requirements, is set forth in the Contract Documents, including but not limited to the Technical Specifications, Drawings, Special Provisions, and General Conditions.

### **3. Project Schedule and Phasing**

The Work shall be performed within the Contract Time and in accordance with the Construction Progress Schedule, including any milestone or sequencing requirements set forth in the Contract Documents.

## **PART C: BID SUBMISSION REQUIREMENTS AND CHECKLIST**

### **1. General Instructions**

Bidders shall submit a complete Bid in accordance with the requirements of this Solicitation. Failure to comply with the requirements of this Solicitation may result in the Bid being deemed non-responsive and rejected by the District.

The Bid Due Date and Time, submission method, and delivery location are stated on the Cover Page of this Solicitation. The Cover Page shall control in the event of any inconsistency.

It is the sole responsibility of the Bidder to ensure that its Bid is received by the District by the Bid Due Date and Time.

### **2. Submission Method**

Bids may be delivered by hand, courier, or United States Postal Service (USPS) mail to the District's Procurement Office at the location identified on the Cover Page, prior to the Bid Due Date and Time.

The Solicitation number and title, and Bidder's Company should be clearly marked on the outside of the Bid package.

The District will not be responsible for delays caused by USPS mail, courier, traffic, security procedures, or other delivery conditions.

Bids received after the Bid Due Date and Time will be deemed non-responsive and not considered for award, regardless of cause.

### **3. Format and Copies of Bid Submittal**

Bidders shall submit:

- One (1) original hard copy of the Bid, clearly marked "Original"; and
- One (1) electronic copy of the complete Bid in searchable PDF format on a USB flash drive.

The electronic copy must be an exact duplicate of the signed hard copy submission. In the event of a discrepancy, the signed hard copy shall govern.

The Bid must be sealed and clearly labeled in accordance with the instructions provided in this Section.

### **4. Bid Security**

Each Bid shall be accompanied by Bid Security in the amount of five percent (5%) of the total Bid price, in the form of:

- A Bid Bond executed by a surety authorized to do business in the State of Florida; or
- A cashier's check or certified check payable to the District.

The Bid Security shall be submitted with the Bid and shall be made payable to the District.

The Bid Security of the successful Bidder shall be retained by the District until execution of the Contract and submission of the required Performance and Payment Bonds and insurance documentation.

The Bid Security of all other Bidders shall be returned following award of the Contract or rejection of all Bids.

If the successful Bidder fails to execute the Contract, furnish the required Bonds or insurance, or otherwise comply with the post-award requirements within the time specified in the Solicitation Documents, the District may declare the Bidder in default and retain the Bid Security.

## **5. Post-Award Requirements**

### **5.1 Notice of Award**

Following Board approval (if applicable) and expiration of any protest period, the District will issue a written Notice of Award to the successful Bidder.

The successful Bidder shall, within ten (10) calendar days after issuance of the Notice of Award, submit the following:

- A Contract executed by the Bidder;
- Evidence of an active registration in the SAM.gov, including a valid Unique Entity Identifier (UEI), where required by applicable federal funding requirements;
- Certificates of insurance and required endorsements demonstrating compliance with Part E – Insurance Requirements.

### **5.2 Performance and Payment Bonds**

The successful Bidder shall furnish Performance and Payment Bonds in the amount of one hundred percent (100%) of the total Contract Price in accordance with Section 255.05, Florida Statutes.

The Bonds shall be provided within ten (10) calendar days after Contract execution, unless otherwise approved by the District, and shall be recorded in the public records of the county in which the Project is located. A certified recorded copy shall be provided to the District prior to issuance of a Notice to Proceed.

All Bonds shall:

- Be issued by a surety authorized to do business in the State of Florida with an A.M. Best rating of [“A”] or better;
- Meet the surety qualification requirements set forth in these Solicitation Documents;
- Be in a form acceptable to the District and compliant with Section 255.05, Florida Statutes;

The successful Bidder shall bear all costs associated with recording the Bonds.

Attorneys-in-Fact who sign any Bond must file a certified copy of their power of attorney with each Bond.

The amount of the Bonds shall be adjusted to reflect any increase in the Contract Price resulting from approved Change Orders.

### **5.3 Insurance**

The successful Bidder shall furnish certificates of insurance and required endorsements demonstrating compliance with Part F – Insurance Requirements.

Submission and approval of required insurance documentation is a condition precedent to the District's execution of the Contract and issuance of a Notice to Proceed.

#### **5.4 Contract Execution**

The District shall execute the Contract only after satisfactory receipt and verification of:

- A Contract executed by the Bidder;
- Required insurance documentation; and
- Active SAM.gov registration, including a valid UEI, where required by applicable federal funding requirements.

Performance and Payment Bonds are not required prior to Contract execution; however, the District shall not issue a Notice to Proceed until all required Bonds have been received, approved, and recorded.

#### **5.5 Failure to Comply**

Failure of the successful Bidder to submit a Contract executed by the Bidder, provide required insurance documentation, and demonstrate active SAM.gov registration, including a valid Unique Entity Identifier (UEI), where required by applicable federal funding requirements, within ten (10) calendar days after issuance of the Notice of Award, unless the District grants an extension in writing, shall result in forfeiture of the Bid security to the District and may result in withdrawal of the award.

Failure of the Contractor to provide the required Performance and Payment Bonds within the timeframe specified in Section 5.2, unless extended in writing by the District, may result in termination of the Contract for cause and/or such other remedies as may be available to the District.

The District reserves the right to award the Contract to the next lowest responsive and responsible Bidder or take such other action as deemed in the best interest of the District, in accordance with applicable law.

#### **5.6 Evidence of Authority**

If the Bidder is a corporation, limited liability company, partnership, or other legal entity, the Bidder may submit evidence of authority for the individual signing the Bid. Failure to submit such documentation at the time of Bid shall not render the Bid nonresponsive; however, the successful Bidder will be required to provide satisfactory evidence of authority prior to Contract execution.

### **6. Required Bid Documents**

Each Bid must include all documents identified as required in this Solicitation, including those listed in the Required Bid Submittals Checklist provided in this Section.

Failure to submit required documents or provide required information may render the Bid nonresponsive.

The Bidder is responsible for submitting all required documents whether specifically listed in the checklist or elsewhere identified in the Solicitation as a required Bid submittal.

In the event of any inconsistency between the checklist and the Solicitation requirements, the Solicitation requirements shall control.

## **Required Bid Submittals Checklist (Submit this page with Bid)**

Bidder shall submit all documents listed below with its Bid. Failure to provide required items may result in the Bid being deemed non-responsive.

The Bidder is responsible for ensuring that all required forms and attachments are included in the Bid submittal.

The District reserves the right to request clarification of minor administrative irregularities that do not affect price, quantity, quality, or contractual commitment.

This checklist is provided as an administrative aid and does not relieve the Bidder of its responsibility to comply with all Solicitation requirements. The Solicitation Documents control in the event of any inconsistency. Failure to include the completed checklist may be considered a minor irregularity, provided all required Bid submittals are otherwise included.

The Required Bid Submittals Checklist must be completed, signed, and included with the Bid.

- Completed and signed Bid Form**, including all required pricing schedules contained therein, alternates, and acknowledgments of Addenda
- Bid Security** (Bid Bond or other approved form of security)
- References Form** (Attachment A, located in Representations and Certifications Form)
- List of Subcontractors** (Attachment B, located in Representations and Certifications Form)
- Completed and signed Representations and Certifications Form** (including all embedded federal, state, and statutory certifications)
- Byrd Anti-Lobbying Certification** (signed) (*required for federally funded contracts exceeding \$100,000*)
- Scrutinized Companies Certification Form** (located in Representations and Certifications Form)
- Foreign Entity of Concern Affidavit** (located in Representations and Certifications Form)
- Trench Safety Compliance Statement** (located in Representations and Certifications Form)

### **Bidder Acknowledgment**

The Bidder acknowledges that this checklist has been reviewed and that, to the best of the Bidder's knowledge, all required Bid submittals have been included.

The District will determine responsiveness and responsibility in accordance with the Solicitation requirements and applicable law.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Solicitation No. and Title: \_\_\_\_\_

## **7. Execution and Authority**

All Bid Documents shall be signed by an individual authorized to bind the Bidder.

By submitting a Bid, the Bidder certifies that:

- The Bid is submitted in good faith;
- The Bidder has authority to enter into a Contract with the District; and
- The Bidder agrees to comply with all requirements of the Solicitation and Contract Documents.

## **8. Binding Bid**

Submission of a Bid constitutes an offer to perform the Work in accordance with the requirements of this Solicitation and the Contract Documents. The Bid shall remain firm for the period stated herein and may not be withdrawn except as permitted by applicable Florida law.

## **9. Minimum Acceptance Period**

Each Bid shall remain firm, valid, and available for acceptance by the District for a minimum of ninety (90) calendar days following the Bid Due Date, unless extended by mutual written agreement.

## **10. Pricing Basis and Estimated Quantities**

Bids shall be submitted in accordance with the Bid Form included in this Solicitation. Pricing shall be submitted as either a Lump Sum or Unit Prices, as indicated in the Solicitation.

For unit price contracts, quantities shown in the Bid Form are estimated quantities used solely for the purpose of evaluating and comparing Bids. Payment under the Contract shall be based on actual quantities performed and accepted in accordance with the Contract Documents.

## **11. Pricing Requirements**

Bidders shall submit pricing using the Bid Form provided. Pricing shall include all labor, materials, equipment, permits, fees, taxes, and incidentals necessary to complete the Work in accordance with the Contract Documents.

Errors or omissions in pricing may result in the Bid being deemed non-responsive.

## **12. Errors in Bids**

If a Bid contains an error in arithmetic, the District may correct the error in accordance with the following rules:

- A. In the event of a discrepancy between a unit price and the extended price, the unit price shall govern, and the extended price shall be corrected accordingly.
- B. In the event of an obvious clerical error, such as a misplaced decimal point or a transposition error, the District may determine the intended Bid price and correct the error where permitted by law.
- C. In the event of an error in the total Bid price, the corrected total shall be used for purposes of evaluation.

If correction of an error is permitted, the Bidder shall be required to confirm acceptance of the corrected Bid price in writing. Failure to accept the corrected Bid price may result in rejection of the Bid.

The District reserves the right to reject a Bid if the correction results in a material alteration of the Bid.

### **13. Addenda**

Bidders must acknowledge receipt of all Addenda issued in the Bid Form for this Solicitation. Failure to acknowledge all Addenda may result in rejection of the Bid as non-responsive.

### **14. Late Submissions, Modifications, and Withdrawal of Bids**

Bidders are solely responsible for ensuring timely delivery of their Bid. A Bid received after the Bid Due Date and Time shall be considered late and shall not be opened or considered.

A Bid may be modified or withdrawn by written notice received by the District prior to the Bid Due Date and Time.

After the Bid Due Date and Time, withdrawal of a Bid shall be permitted only as authorized under applicable Florida law. Unauthorized withdrawal of a Bid may result in forfeiture of bid security, if required, and any other remedies available to the District under the Solicitation, the Contract Documents, or applicable law.

### **15. References (Attachment A, Form located in Representations and Certifications)**

Each Bidder shall submit three (3) references for completed construction projects of similar type, size, and scope performed within the past five (5) years, using the Reference Form provided as a separate attachment to this Solicitation. For each reference provided, the Bidder must have served as the Prime Contractor, holding the direct contract with the project owner.

Projects used as references must include underground potable water utility construction of comparable complexity and value (generally \$500,000 or greater), consistent with the requirements set forth in the Reference Form.

Projects used as references shall demonstrate experience with work similar to this Project.

Each reference shall include, at a minimum:

- Project description
- Project location
- Total project amount
- Completion date
- Name, telephone number, and email address of a contact person

References are required solely to support the District's responsibility determination. References will not be scored, ranked, or used to compare Bidders for purposes of bid selection.

The District may, but is not required to, contact references submitted by the apparent low responsive Bidder as part of the responsibility determination. Bidders are responsible for ensuring that all reference information provided is accurate and current. Failure of a reference to respond or provide favorable feedback shall not, by itself, constitute grounds for rejection of a Bid.

Failure of the apparent low Bidder to provide satisfactory references may result in a determination of non-responsibility.

### **16. List of Subcontractors (Attachment B, Form located in Representations and Certifications)**

The Bidder shall submit a completed List of Subcontractors identifying all major subcontractors proposed to perform portions of the Work. The Bidder shall identify the subcontractor's legal name

and the portion of the Work to be performed. Failure to provide the required information may result in the Bid being deemed nonresponsive.

The District reserves the right to review the qualifications of any proposed subcontractor and to reject any subcontractor determined by the District to be unqualified, non-responsible, or otherwise unsuitable for the Project. If a subcontractor is rejected, the Bidder shall propose an acceptable substitute subject to District approval. Any substitution shall be made at no increase in the Bid Price.

#### **17. Assumptions and Exceptions**

Assumptions or Exceptions to the Solicitation or Contract Documents will not be accepted as part of a Bid.

Any questions, concerns, or requested clarifications must be submitted during the question-and-answer period identified in the Solicitation. The District's responses, if any, will be issued by Addendum.

Bids containing assumptions, conditions, or exceptions may be deemed non-responsive.

#### **18. Costs of Preparing Bids**

All costs associated with preparing and submitting a Bid are the sole responsibility of the Bidder.

## **PART D: EVALUATION AND ACCEPTANCE OF BIDS**

### **1. Evaluation Standard**

Bids will be evaluated by the District in accordance with the requirements of this Solicitation and applicable Florida law. The District's evaluation is limited to determining whether each Bid is responsive, whether each Bidder is responsible, and identifying the lowest responsive Bid and responsible Bidder.

The District reserves the right to verify information submitted by Bidders and to conduct any investigation it deems necessary to determine Bidder responsibility.

### **2. Responsiveness of Bids**

The District will determine responsiveness based on the contents of the Bid as submitted, including all required forms, certifications, pricing, and acknowledgments. The District may request clarification or permit the correction of minor clerical errors or informalities that do not affect the substance of the Bid, to the extent permitted by law.

In determining whether a deviation is material, the District will consider whether the deviation affects the price, quantity, quality, delivery, or contractual obligations of the Work, or provides the Bidder with a competitive advantage.

Minor clerical errors, informalities, or irregularities that do not affect these factors may be waived by the District to the extent permitted by law.

### **3. Responsibility and Qualifications of Bidders**

Prior to award, the District will determine whether the apparent low Bidder is responsible. A Bidder is considered responsible if it has the capability in all respects to perform the Work and the integrity, reliability, and financial capacity necessary to assure good-faith performance of the Contract.

In making a responsibility determination, the District may consider, without limitation:

- Possession of and compliance with all required licenses and certifications;
- Demonstrated experience performing construction projects of a similar type, size, and complexity;
- Documented past performance on comparable projects, including any defaults or terminations for cause;
- Financial capability and bonding capacity;
- Disclosure of any actual or potential conflicts of interest and the impact of such conflicts on the Bidder's ability to perform the Work;
- History of criminal convictions or civil judgments related to fraud or public contracting;
- Absence of debarment, suspension, or ineligibility under federal, state, or local programs;
- General capacity to provide sufficient personnel, equipment, and resources reasonably necessary to perform the Work;
- Apparent ability to achieve Substantial and Final Completion within the Contract Time.
- For projects funded in whole or in part with federal financial assistance, the Bidder's ability to obtain and maintain an active registration in SAM.gov, including a valid Unique Entity Identifier (UEI), as required by applicable federal regulations.

The District will determine responsibility based on information submitted with the Bid, including required certifications, references, and supporting documentation, as well as information obtained through verification of licenses, review of publicly available records, and reference checks, as deemed necessary. The District reserves the right to request additional information from any Bidder to evaluate responsibility.

The District may request additional information from a Bidder to clarify responsibility. Failure to timely provide requested information may result in a determination that the Bidder is non-responsible.

**4. Basis of Award**

Award, if made, will be made to the single Responsible Bidder submitting the lowest Responsive Bid, as determined by the District in accordance with this Solicitation.

**5. Budget Limitations and Deductive Alternates**

Only if deductive alternates are included in the Solicitation, and the lowest Responsive bid from a Responsible Bidder exceeds the funds available for the Project, the District may reject all Bids or may award the Contract after deducting such alternates, provided the resulting Contract amount is within the available funding.

**6. Negotiation and Value Engineering**

In the event the lowest responsive Bid from a responsible Bidder exceeds the available funds, the District reserves the right to negotiate with the apparent low Bidder to identify Value Engineering opportunities. This process may include, but is not limited to, modifications to the Scope of Work, Technical Specifications, or materials, including reductions or refinements, to align the Project cost with the available budget. Any such negotiated changes must not fundamentally alter the nature of the Solicitation or provide an unfair competitive advantage and shall be conducted in accordance with applicable law. If a mutually acceptable Contract price cannot be reached through Value Engineering, the District reserves the right to reject all Bids.

**7. Single Bid**

Receipt of a single Bid does not automatically require cancelation of the Solicitation. The District may proceed with the award if the Bid is determined to be Responsive, the Bidder is determined to be Responsible, and the Bid amount is determined to be fair and reasonable and in the best interest of the District.

**8. Abnormally Low Bids**

If the District determines that a Bid appears to be abnormally low, the District may request the Bidder to provide information or an explanation supporting the Bid amount. If the District determines that the Bidder cannot satisfactorily perform the Work for the Bid amount, the Bidder may be determined non-responsible.

**9. Collusion Among Bidders**

Bids found to be collusive may be rejected. Bidders determined to have engaged in collusion may be found non-responsible and may be subject to additional remedies permitted by law.

**10. Right to Reject Bids and Waive Minor Irregularities**

The District reserves the right to reject any or all Bids, waive minor irregularities or informalities, request clarification of Bids, or cancel and re-solicit the Work when it is in the best interest of the District and in accordance with applicable law. Nothing herein shall be construed to obligate the District to award a Contract.

**11. Identical (Tie) Responses**

If two or more responsive Bids are determined to have the same total evaluated price, and no applicable statutory preference applies, the tie shall be resolved by a publicly conducted drawing of lots or other random selection method determined by the District.

**12. Notice of Intended Award and Protest Procedures**

Following evaluation, the District will issue a written Notice of Intended Award.

Issuance of a Notice of Intended Award does not create a contractual obligation. A binding Contract shall exist only upon approval by the appropriate authority, if required, and full execution of the Contract by all authorized parties.

Any Bidder believing they have been adversely affected by the District's decision may file a protest in accordance with the protest procedures and timeframes set forth in Part A of the Solicitation and applicable law.

**13. Acceptance of Bid and Contract Award**

The District's acceptance of a Bid and award of a Contract shall be evidenced by approval by the appropriate authority (if required), and execution of a written Contract by all required parties.

No Bid shall be considered accepted, and no Contract shall be formed, unless and until such approval (if required) has been obtained and the written Contract has been fully executed by all required parties.

**14. Failure to Execute Contract**

If the successful Bidder fails or refuses to execute the Contract or provide required bonds or insurance within the time specified by the District, the District may:

- Declare the Bidder in default;
- Forfeit Bid security, if applicable; and
- Award the Contract to the next lowest responsive Bid and responsible Bidder or take other action permitted by law.

**PART E: BIDS FORMS**

**E 1: BID FORM**

The undersigned, as Bidder, hereby declares that it has carefully examined and understands the Solicitation and all associated Bid Documents issued by the District for RFB 2026-145, including all Addenda. The Bidder further declares that it has reviewed the scope of the Work and all applicable requirements and conditions set forth in the Bid Documents.

The Bid Documents referenced in the Solicitation shall be incorporated by reference into the Contract upon execution.

**1. Bid Recipient**

This Bid is submitted to:

**Englewood Water District  
c/o Bee Ling Wheaton, Procurement Manager  
201 Selma Avenue, Englewood, FL 34223**

**2. Bidder's Acknowledgements**

This Bid shall remain subject to acceptance for ninety (90) days after the Bid Due Date, unless extended by mutual written agreement.

**3. Bidder's Representations**

In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the above mentioned Bid Documents, other related data identified in the Bid Documents, and the following Addenda, receipt of which is hereby acknowledged. If no Addenda were issued, write "None".

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| _____               | _____                |
| _____               | _____                |
| _____               | _____                |
| _____               | _____                |
| _____               | _____                |

B. Bidder acknowledges that it has reviewed the information made available in the Bid Documents relating to site and subsurface conditions and has considered such information in preparing this Bid, subject to the provisions of the Bid Documents regarding Physical Conditions and Responsibility Regarding Existing Utilities and Structures.

**4. Basis Of Bid**

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**RFB 2026-145 MANASOTA KEY WATER MAIN REPLACEMENT  
UNIT PRICE BID**

| <b>Item No.</b>                 | <b>Description</b>                                                | <b>Unit</b> | <b>Estimated Quantity</b> | <b>Unit Price</b> | <b>Bid Price</b> |
|---------------------------------|-------------------------------------------------------------------|-------------|---------------------------|-------------------|------------------|
| 1                               | Mobilization                                                      | LS          | 1                         | \$                | \$               |
| 2                               | Performance and Payment Bond Premiums and Insurance               | LS          | 1                         | \$                | \$               |
| 3                               | Pre- Construction Photography                                     | LS          | 1                         | \$                | \$               |
| 4                               | Flushing, Pressure Testing, Sampling Points and Disinfection      | LS          | 1                         | \$                | \$               |
| 5                               | As-Built Survey                                                   | LS          | 1                         | \$                | \$               |
| 6                               | Maintenance of Traffic                                            | LS          | 1                         | \$                | \$               |
| 7                               | Site Work and Restoration                                         | LS          | 1                         | \$                | \$               |
| 8                               | Furnish and Install 8-inch HDPE via Horizontal Direction Drilling | LS          | 1                         | \$                | \$               |
| 9                               | Furnish and Install 6-inch PVC via Open Cut                       | LF          | 180                       | \$                | \$               |
| 10                              | Furnish and Install Water Main Connections                        | LS          | 1                         | \$                | \$               |
| 11                              | Furnish and Install Gate Valve and Valve Box                      | EA          | 2                         | \$                | \$               |
| 12                              | Furnish and Install Automatic Air Release                         | EA          | 2                         | \$                | \$               |
| 13                              | Furnish and Install Bollards                                      | EA          | 8                         | \$                | \$               |
| 14                              | Permitting Allowance                                              | LS          | 1                         | \$ 5,000.00       | \$ 5,000.00      |
| <b>Total Price of Bid Items</b> |                                                                   |             |                           |                   | <b>\$</b>        |

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**5. Time Of Completion**

Bidder acknowledges that the Contract Time and any applicable liquidated damages are set forth in the Contract Documents and agrees to comply with such requirements if awarded the Contract.

Name of Bidder's Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Signature of Authorized Personnel:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Florida Contractor License No:** \_\_\_\_\_

**Project:** RFB 2026-145 Manasota Key Water Main Replacement

## **E 2: REPRESENTATIONS AND CERTIFICATIONS FORM**

### **RFB 2026-145 Manasota Key Water Main Replacement**

Certain certifications or affidavits contained herein apply only if required by the nature of the solicitation, the scope of work, or applicable funding sources, as indicated in the Solicitation Documents.

#### **1. Company Information**

|                      |                                                |
|----------------------|------------------------------------------------|
| Company Name         | Name & Title of Primary Point of Contact (POC) |
| <input type="text"/> | <input type="text"/>                           |
| Company Address      | POC Telephone Number & Email                   |
| <input type="text"/> | <input type="text"/>                           |

#### **Certification of Accuracy and Truthfulness**

*By signing below, the undersigned certifies and warrants that all representations, certifications, statements, and information submitted by the Bidder in connection with this Solicitation, including but not limited to the Bid, this Representations and Certifications Form, and all attachments or affidavits, are true, correct, complete, and made in good faith for purposes of evaluation and potential Contract Award.*

*The submission of inaccurate, misleading, incomplete, or false information may be grounds for disqualification, rejection of the Bid, termination of any Contract awarded, and any other remedies available to Englewood Water District under applicable law.*

|                              |                      |                      |
|------------------------------|----------------------|----------------------|
| Name of Authorized Signatory | Signature            | Date                 |
| <input type="text"/>         | <input type="text"/> | <input type="text"/> |
| Email Address                | Phone Number         | Title                |
| <input type="text"/>         | <input type="text"/> | <input type="text"/> |

#### **2. Conflict of Interest**

The Bidder shall disclose below any representation, activity, or relationship involving the Bidder or its employees that may give rise to a conflict of interest were it selected for Contract Award, which conflict would or could disqualify it from providing goods or services under the Contract absent a waiver from the District and/or other entities. In the case of such a conflict of interest, the District will make the final determination whether the conflict prevents the Bidder from participating in this Solicitation. If no conflicts exist, insert the word, "none."

**3. Certification of Independent Price Determination (Anti-Collusion)**

A. The Bidder certifies that:

1. The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to (a) those prices, (b) the intention to submit a Bid, or (c) the methods or factors used to calculate the prices offered;
2. The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Bid opening or Contract Award, as appropriate, unless otherwise required by law; and
3. No attempt has been made or will be made by the Bidder to induce any other concern to submit or not submit a Bid for the purpose of restricting competition.

B. The signature of the Bidder on this Bid constitutes a certification by the signatory that the signatory is authorized to submit the Bid on behalf of the Bidder and that the Bidder has not participated and will not participate in any action contrary to subparagraphs A.1. through A.3. above.

**4. Certification of Enrollment in E-Verify**

The Bidder certifies that it complies with section 448.095, Florida Statutes, regarding the use of the E-Verify Program.

By submitting a response to this Solicitation, the Bidder certifies that it:

is currently enrolled in the E-Verify Program for employment verification operated by the U.S. Department of Homeland Security in partnership with the Social Security Administration; or

will enroll in the E-Verify Program prior to Contract execution.

The Bidder further certifies that it will maintain active participation in E-Verify for the duration of any Contract awarded as a result of this Solicitation and will require all Subcontractors performing work under the Contract to enroll in and use E-Verify in accordance with Florida law.

The District reserves the right to request proof of E-Verify enrollment or compliance at any time prior to Contract execution or during Contract performance, as permitted by law.

**5. Florida Contractor License Certification**

The Bidder certifies that it holds a current, active, and valid State of Florida Certified Underground Utility and Excavation Contractor (CUC) license, or a Certified General Contractor (CGC) as required under Chapter 489, Florida Statutes, to perform the Work described in this Solicitation.

License Number: \_\_\_\_\_

License Type:  Certified Underground Utility and Excavation Contractor (CUC)

Certified General Contractor (CGC)

The required license must be active and in good standing at the time of Bid submission and must remain active for the duration of the Contract.

Failure to maintain proper licensure as required by Florida law may result in rejection of the Bid or termination of the Contract.

**6. Florida Iron and Steel Certification (Section 255.0993, Florida Statutes)**

By submitting a Bid, the Bidder certifies that, if awarded the Contract, it will comply with the requirements of Section 255.0993, Florida Statutes, requiring that iron and steel products permanently incorporated into the Project be produced in the United States, unless an exception is approved by the District in accordance with the statute.

**7. Federal Eligibility and Compliance**

**Federal Registration**

For projects funded in whole or in part with federal financial assistance, the successful Bidder shall be registered in the SAM.gov and maintain an active registration, including a valid Unique Entity Identifier (UEI), in accordance with 2 CFR Part 25 prior to Contract award.

Prior to award, the District will verify that the Bidder is not suspended or debarred through the SAM.gov Exclusions database in accordance with 2 CFR Part 180 and 2 CFR 200.213.

Failure to obtain and maintain an active SAM.gov registration or to remain eligible under applicable federal requirements shall render the Bidder ineligible for award and may result in termination of the Contract.

**Federal Suspension and Debarment Certification (2 C.F.R. Part 180 and 2 C.F.R. § 200.214)**

The Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Bidder further certifies that it shall not knowingly enter into any subcontract or other lower-tier covered transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in federally funded transactions.

The Bidder acknowledges that the District will verify the status of the Bidder and its principals through the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) prior to award.

This certification is a material representation of fact relied upon by the District in making an award. If it is later determined that the Bidder knowingly rendered an erroneous certification, the District may terminate the Contract for default.

**8. Bidder Responsibility Certification**

The Bidder certifies, to the best of its knowledge and belief, that within the three (3) years preceding submission of this Bid:

The Bidder and its principals:

Have not had a contractor or business license revoked or suspended by any federal, state, or local governmental entity;

Have not been formally determined to be non-responsible by any federal, state, or local governmental entity in connection with a public procurement, where such determination was final and not subsequently overturned or resolved;

Have not been convicted of, or had a civil judgment rendered against them for, fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract, or for violation of antitrust statutes relating to the submission of bids.

The Bidder has not had one or more contracts terminated for default by any federal, state, or local governmental entity, where such termination was not subsequently cured, settled, or converted to a termination for convenience, unless such termination has been disclosed and explained.

The Bidder shall provide a written explanation for any item disclosed above. The existence of any such item shall not automatically result in a finding of non-responsibility but will be considered by the District in determining the Bidder's responsibility.

The Bidder shall promptly notify the District if any certification becomes inaccurate prior to Contract Award.

Failure to provide accurate and complete information may result in rejection of the Bid or a determination that the Bidder is non-responsible

**9. Public Entity Crime and Discriminatory Vendor Lists**

By submitting a Bid, the Bidder certifies that neither the Bidder nor any affiliate, as defined in Section 287.133, Florida Statutes, has been convicted of a public entity crime within the past thirty-six (36) months, and that neither the Bidder nor any affiliate is currently listed on the Florida Department of Management Services' Convicted Vendor List pursuant to Section 287.133, Florida Statutes.

The Bidder further certifies that it is not listed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes.

The District may verify these certifications through the Florida Department of Management Services or other lawful means.

**10. Insurance and Bonding Certification**

The Bidder certifies that it has reviewed the insurance and bonding requirements set forth in Part F of the Solicitation and Contract Documents, including any applicable exhibits, and that it is able to obtain and maintain all required insurance coverages, limits, endorsements, and bonds.

The successful Bidder shall provide all required insurance documentation within the timeframes specified in the Contract Documents, including submission of certificates of insurance and required endorsements within ten (10) calendar days after issuance of the Notice of Award, unless otherwise approved in writing by the District.

Proof of insurance meeting the requirements of the Contract Documents shall be submitted by the successful Bidder as a condition precedent to execution of the Contract and issuance of a Notice to Proceed.

All insurer(s) utilized must be authorized to operate in the State of Florida and must have a minimum A.M. Best rating of "A-" or equivalent.

For purpose of defining Additional Insured and Waiver of Subrogation, the term "Englewood Water District" or "District" shall mean the elected officials, boards, officers, employees, agents, and representatives of the Board.

**11. Acceptance of Solicitation Requirements**

By submitting a Bid, the Bidder acknowledges that it has reviewed and agrees to comply with the requirements of this Solicitation and the Contract Documents incorporated therein.

**12. Anti-Human Trafficking Compliance**

The Bidder certifies that it complies with Section 787.06, Florida Statutes, and does not use coercion for labor or services. The successful Bidder shall be required to submit an affidavit under penalty of perjury attesting to such compliance as a condition of Contract execution, renewal, or extension, as required by law.

**13. Scrutinized Companies**

The Bidder must complete and submit the Scrutinized Companies Certification Form included herein.

**14. Byrd Anti-Lobbying Certification, 31 U.S.C. § 1352 (as amended)**

The Bidder must complete and submit the Byrd Anti-Certification Form included herein.

## **ITEMS REQUIRING NOTARY WITNESS**

### **1. Florida Trench Safety Act**

For any Work involving trench excavation greater than five (5) feet in depth, the Contractor shall comply with the Florida Trench Safety Act, Sections 553.60–553.64, Florida Statutes, and all applicable Occupational Safety and Health Administration (OSHA) excavation safety standards, including 29 C.F.R. Part 1926, Subpart P, as amended.

The Bidder certifies that it has included in its Bid all costs associated with compliance with applicable trench safety requirements. Such costs shall be included in the Bid Price, whether incorporated in lump sum pricing or in applicable unit price items, as provided in the Bid Form.

A Sworn Trench Safety Compliance Statement is provided in this Solicitation and must be completed, signed, and notarized and included with the Bid.

### **2. Foreign Entity of Concern Certification**

The Bidder certifies, under penalty of perjury, that it does not meet any of the conditions described in Section 287.138(2)(a)–(c), Florida Statutes, that would prohibit the Bidder from submitting a response to, or entering into, a contract with the District if the Contract would grant the Bidder access to an individual's personal identifying information.

The Bidder acknowledges that this certification is a material representation relied upon by the District and that the District may verify this certification as required by law.

**ENGLEWOOD WATER DISTRICT  
SCRUTINIZED COMPANIES CERTIFICATION FORM**

*Required Under Section 287.135, Florida Statutes*

**Solicitation No and Title:** \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

---

**Certification Requirement**

Section 287.135, Florida Statutes, prohibits Englewood Water District from awarding Contracts to companies engaged in prohibited activities. All Bidders must complete this certification to be eligible for Award.

Select the appropriate certification below based on the total value of the Bid or Contract. Only one certification may be selected.

---

**A. Contracts Valued at \$100,000 or More but Less Than \$1 Million:**

I certify that the above-named company:

- Is not on the Scrutinized Companies or Other Entities that Boycott Israel List created under section 215.4725, Florida Statutes; and
- Is not engaged in a boycott of Israel as defined in section 287.135, Florida Statutes.

I certify the above statements.

---

**B. Contracts Valued at \$1 million or More:**

I certify that the above-named company:

- Is not participating in a boycott of Israel and is not on the Scrutinized Companies or Other Entities that Boycott Israel List;
- Is not on the Scrutinized Companies with Activities in Sudan List;
- Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; and
- Does not have business operations in Cuba or Syria.

I certify the above statements.

---

**Acknowledgment**

I understand that submission of a false certification may result in termination of any Contract awarded and may subject the company to civil penalties, including a fine of the greater of \$2 million or twice the value of the Contract, as well as attorney's fees and costs, as provided in section 287.135, Florida Statutes.

**Authorized Representative**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ENGLEWOOD WATER DISTRICT**

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION, 31 U.S.C. § 1352 (AS AMENDED)**

This certification applies to contracts funded in whole or in part with federal financial assistance and exceeding \$100,000.

**Solicitation Number:** \_\_\_\_\_

**Solicitation Title:** \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

---

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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.

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.

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 section 1352, Title 31, U.S.C. 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.

By signing this certification, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

By signing below, the Contractor certifies compliance with the Byrd Anti-Lobbying Amendment Certification above.

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ENGLEWOOD WATER DISTRICT  
TRENCH ACT COMPLIANCE STATEMENT**

**Solicitation Number:** \_\_\_\_\_

**Solicitation Title:** \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

---

**Instructions:**

Section 553.63, Florida Statutes (The Trench Safety Act), requires all Contractors performing trench excavations in excess of five (5) feet in depth to comply with OSHA trench safety requirements under 29 C.F.R. 1926 Subpart P. Each Contractor must complete this form and include the cost of trench safety compliance in its Bid. The cost of trench safety measures must be incorporated into the Base Bid. This form must be certified in the presence of a notary public.

---

**Trench Safety Act Compliance Certification**

1. The Contractor certifies that it will comply with all trench safety standards required under section 553.63, Florida Statutes, and OSHA 29 C.F.R. 1926 Subpart P for all trench excavations exceeding five (5) feet in depth on this Project.
2. The Contractor certifies that its Bid includes:
  - a reference to the trench safety standards applicable to the Project;
  - written assurance of compliance with those standards; and
  - a separate line item identifying the cost of compliance.
3. Estimated cost of compliance with trench safety standards:  
Dollars (written): \_\_\_\_\_  
Dollars (numbers): \$ \_\_\_\_\_
4. This cost has been included in the Contractor's Base Bid.
5. The Contractor further certifies that it will consider any available geotechnical information in selecting and designing the trench safety system to be used and acknowledges that the District is not required to obtain or provide geotechnical data.

---

**Contractor Information and Signature**

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

**Notary Acknowledgment**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of

physical presence OR  online notarization,

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_,

who is personally known to me  or who has produced \_\_\_\_\_ as identification,  
as the \_\_\_\_\_ (title) of  
\_\_\_\_\_ (contractor business name), a  
\_\_\_\_\_ (entity type), on behalf of the entity.

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Print, Type, or Stamp Name of Notary)

Commission #: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ENGLEWOOD WATER DISTRICT  
FOREIGN ENTITY OF CONCERN AFFIDAVIT**

**Solicitation Number:** \_\_\_\_\_

**Solicitation Title:** \_\_\_\_\_

The undersigned, being duly sworn, hereby certifies on behalf of the entity identified below (“Entity”) that the following statements are true and correct:

1. The Entity is **not owned** by the government of a foreign country of concern, as defined in Section 287.138, Florida Statutes;
2. The government of a foreign country of concern does **not have a controlling interest** in the Entity, as defined in Section 287.138, Florida Statutes;
3. The Entity is **not organized under the laws of**, and does **not have its principal place of business in**, a foreign country of concern, as defined in Section 287.138, Florida Statutes; and
4. The undersigned is authorized to execute this Affidavit on behalf of the Entity.

This Affidavit is executed in compliance with Section 287.138, Florida Statutes, and is made **under penalty of perjury**.

**COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

---

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, **202**\_\_, by  
\_\_\_\_\_, who is  personally known to me or  has produced  
\_\_\_\_\_ as identification.

**NOTARY PUBLIC:** \_\_\_\_\_

**Commission No.:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_

# Attachment A - REFERENCES FORM

## RFB 2026-145 Manasota Key Water Main Replacement

**Failure to submit the required references form may result in the Bid being deemed non-responsive.**

Bidders must submit three (3) references for completed construction projects of similar type, size, and scope performed within the past five (5) years in Florida. Projects submitted must include underground potable water utility construction of comparable complexity and value (\$500,000 or greater). Bidder must be prime contractor for each project listed. The District reserves the right to verify the information provided and to contact listed references as part of its responsibility determination.

### **Completed Project No. 1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

### **Completed Project No. 2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

**Completed Project No. 3:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ ++

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

## Attachment B – LIST OF SUBCONTRACTORS

### RFB 2026-145 Manasota Key Water Main Replacement

This form must be completed and included in bid submittal or the Bid may be determined to be non-responsive

Bidder must identify major subcontractors proposed to perform portions of the Work.  
Use additional pages, if necessary.

1. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

2. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

3. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

4. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

5. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

## **PART F: INSURANCE REQUIREMENTS**

### **1. General Requirements**

The Contractor shall procure and maintain, at its sole expense, the insurance coverages described in this Exhibit for the duration of the Work under this Contract.

All insurance policies shall:

- Be issued by insurers authorized to do business in the State of Florida;
- Have a minimum A.M. Best rating of A- VII or better;
- Be written on an occurrence basis (except where otherwise specified);
- Be primary and non-contributory with respect to any insurance or self-insurance maintained by Englewood Water District (the "District");
- Include a waiver of subrogation in favor of the District; and
- Provide at least thirty (30) days' prior written notice to the District for cancellation or material change (except ten (10) days for non-payment of premium).

Certificates of Insurance and required endorsements demonstrating compliance with the Contract Documents shall be provided to the District prior to the execution of the Contract and prior to the issuance of a Notice to Proceed. Receipt or review of certificates that do not fully comply with these requirements shall not relieve the Contractor of its obligations.

Nothing contained in this Exhibit shall be construed as a waiver of the District's sovereign immunity or limitations of liability as set forth in Section 768.28, Florida Statutes.

Insurance coverage and limits required by this Exhibit shall not be construed to limit the Contractor's liability under the Contract or applicable law.

### **2. Workers' Compensation and Employer's Liability**

Workers' Compensation insurance meeting the statutory requirements of the State of Florida.

Employer's Liability limits shall not be less than:

- \$1,000,000 Each Accident
- \$1,000,000 Disease – Each Employee
- \$1,000,000 Disease – Policy Limit

If the Contractor claims exemption under Florida law, a copy of the Certificate of Exemption shall be provided. The Contractor shall require all Subcontractors to maintain Workers' Compensation coverage as required by law.

### **3. Commercial General Liability (CGL)**

Commercial General Liability insurance on an occurrence basis with limits not less than:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate

Coverage shall include:

- Bodily injury
- Property damage
- Contractual liability
- Independent contractors
- Products and completed operations

- Explosion, collapse, and underground (XCU) hazards

The District, including its elected officials, officers, employees, agents, and representatives, shall be included as Additional Insureds for liability arising out of the Contractor's ongoing and completed operations, to the fullest extent permitted by law.

Completed operations coverage shall be maintained for not less than three (3) years following final completion of the Work.

#### **4. Automobile Liability**

Automobile Liability insurance covering all owned, non-owned, and hired vehicles with limits not less than:

- \$1,000,000 combined single limit per accident for bodily injury and property damage.

#### **5. Pollution Liability (Environmental Impairment)**

Because the Work involves excavation and underground utility installation, the Contractor shall maintain Pollution Liability coverage with limits not less than:

- \$1,000,000 per occurrence
- \$1,000,000 aggregate

Coverage shall include third-party bodily injury, property damage, and cleanup costs resulting from pollution conditions arising out of the Contractor's operations.

This coverage may be provided by endorsement to the CGL policy if not excluded.

#### **6. Builder's Risk (NOT REQUIRED FOR THIS PROJECT)**

If required by the Contract Documents, the Contractor shall maintain Builder's Risk insurance in an amount equal to the completed value of the Work, covering materials, equipment, and supplies intended for permanent installation.

The policy shall include coverage for materials stored off-site and in transit.

#### **7. Subcontractors**

The Contractor shall require all Subcontractors to maintain insurance meeting the requirements of this Exhibit. The Contractor shall remain fully responsible for the acts and omissions of its Subcontractors.

#### **8. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions exceeding \$100,000 must be declared to and approved by the District. Approval shall not be unreasonably withheld.

The Contractor shall be solely responsible for payment of any deductible or self-insured retention.

## **PART G: FEDERAL CONTRACT PROVISIONS**

Funding, in whole or in part, for this Project is provided through federal financial assistance administered by the Federal Emergency Management Agency (FEMA). Accordingly, this Contract shall comply with all applicable requirements of 2 C.F.R. Part 200, including but not limited to the procurement standards set forth in 2 C.F.R. §§ 200.317 through 200.327, the contract provisions required by Appendix II to Part 200, and the terms and conditions of the applicable federal award.

Termination and remedies provisions applicable to this Contract are set forth in the main body of the Contract and are incorporated herein by reference in accordance with Appendix II to 2 C.F.R. Part 200.

To the extent applicable based on the nature of the Work and the Contract amount, the federal contract provisions set forth herein shall apply to the Contractor. The Contractor shall comply with all applicable federal laws, regulations, executive orders, and FEMA policies, procedures, and directives related to this Project.

The Contractor shall incorporate all applicable federal contract provisions, including those required by 2 C.F.R. Part 200 and Appendix II, into all subcontracts and shall require all Subcontractors to comply with such provisions. The Contractor shall be responsible for ensuring compliance by its Subcontractors.

### **1. DISPUTE RESOLUTION:**

- 1.1 In the event of a dispute or claim arising out of this Contract, the parties may agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- 1.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 1.3 The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in the state courts of Sarasota County, Florida, which shall have subject matter jurisdiction and personal jurisdiction over each of the parties to the Contract.
- 1.4 The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Contract.
- 1.5 This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- 1.6 Unless otherwise agreed in writing, the CONTRACTOR shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.
- 1.7 Nothing herein shall be construed to limit any rights or remedies available to the Federal Government under applicable federal law.

### **2. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the CONTRACTOR agrees as follows:

- 2.1 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 2.2 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 2.3 The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- 2.4 The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.5 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.
- 2.6 The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.7 In the event of the CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.
- 2.8 The CONTRACTOR will include paragraph 1 and the provisions of paragraphs 1.1 through 1.8 in every subcontract or purchase order unless exempted by rules, regulations, or order 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions of noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

### **3. MAINTENANCE OF RECORDS**

- 3.1 The CONTRACTOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONTRACTOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

- 3.2 The CONTRACTOR shall provide when requested, access by the District, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 3.3 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.
- 3.4 The CONTRACTOR agrees to provide the grant agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 3.5 The CONTRACTOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
- 3.6 The CONTRACTOR and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the District deems necessary during the period of this agreement, and during the period as outlined in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONTRACTOR and at the expense of the District.

#### **4. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (29 C.F.R. § 5.5):**

- 4.1 Overtime requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 4.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause outlined in paragraph 4.1 of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or 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 outlined in paragraph 4.1 of this section, in the sum of \$32 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 outlined in paragraph 4.1 of this section.
- 4.3 Withholding for unpaid wages and liquidated damages.
  - 4.3.1 Withholding Process. The District may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in Section 4 of this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONTRACTOR. The necessary funds may be withheld from the CONTRACTOR under this contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld.
  - 4.3.2 Priority to withheld funds. The Department has priority to funds withheld or to be withheld in

accordance with applicable provisions of the Contract Work Hours and Safety Standards Act and its implementing regulations, over claims to those funds by:

- (A) A CONTRACTOR's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONTRACTOR, or a CONTRACTOR's bankruptcy estate;
- (D) A CONTRACTOR's assignee(s);
- (E) A CONTRACTOR's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4.4 Subcontracts. The CONTRACTOR or Subcontractor must insert in any subcontracts the clauses set forth in paragraphs 4.1 to 4.5 of this section and clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 4.1 to 4.5. In the event of any violations of these clauses, the prime CONTRACTOR, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

4.5 Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threatened, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

4.5.1 Notifying any CONTRACTOR of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

4.5.2 Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

4.5.3 Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

4.5.4 Informing any other person about their rights under CWHSSA or this part.

## 5. CLEAN AIR ACT

5.1 The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

5.2 The CONTRACTOR agrees to report each violation to the District and the Regional Office of the Environmental Protection Agency and understands and agrees that the District and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to FEMA.

5.3 The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 6. FEDERAL WATER POLLUTION CONTROL ACT

6.1 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.

- 6.2 The CONTRACTOR agrees to report each violation to the District and the Regional Office of the Environmental Protection Agency and understands and agrees that the District and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to FEMA.
- 6.3 The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **7. SUSPENSION AND DEBARMENT**

- 7.1 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).
- 7.2 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.
- 7.3 This certification (see Representations and Certifications section) is a material representation of fact relied upon by the awarded CONTRACTOR. 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 District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 7.4 The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
- 7.5 If, at any point during the term of this contract, the CONTRACTOR or any principals thereof are found to be on a federal or state debarment list, or if federal or state debarment action is initiated against the CONTRACTOR or their principals during this time period, the DISTRICT may terminate this Contract in accordance with the Contract Documents.
- 7.6 If debarment action has been taken against any subcontractor, the CONTRACTOR shall provide an alternative subcontractor within 10 days of notification. The debarred subcontractor may not work on the project.

## **8. BYRD ANTI-LOBBYING AMENDMENT**

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification (See Representations and Certifications section). 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.

## **9. PROCUREMENT OF RECOVERED MATERIALS**

- 9.1 In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - Competitively within a timeframe providing for compliance with the contract performance schedule;
  - Meeting contract performance requirements; or

- At a reasonable price.

- 9.2 Information about this requirement is available on the EPA'S Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>
- 9.3 The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 or the Solid Waste Disposal Act.

## **10. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the District wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216 prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, the District, as well as their CONTRACTORS and subcontractors, may not obligate or expend any federal award funds to:

- 11.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- 11.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- 11.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

## **12. DOMESTIC PREFERENCES FOR PROCUREMENTS**

To the greatest extent practicable and consistent with law, the CONTRACTOR should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: 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.

## **13. ACCESS TO RECORDS**

The CONTRACTOR agrees to provide the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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.

The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the recipient or subrecipient) and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **14. DEPARTMENT OF HOMELAND (DHS) SECURITY SEAL, LOGO AND FLAGS**

The District and CONTRACTOR must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

#### **15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **16. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

#### **17. 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 contract.

#### **18. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS:**

The CONTRACTOR, if subcontracts are to be let, is required to take all necessary affirmative steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- 18.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- 18.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 18.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities or quantities to permit maximum participation by small and minority business, and women's business enterprises.
- 18.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 18.5 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.
- 18.6 Requiring the prime CONTRACTOR, if subcontracts are to be let, to take the affirmative steps listed in Section 19.

#### **19. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT**

The CONTRACTOR grants to the DISTRICT, a paid up, royalty-free, nonexclusive, irrevocable, worldwide license

in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONTRACTOR will identify such data and grant to the DISTRICT or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONTRACTOR will deliver to the DISTRICT data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the DISTRICT.

## **20. BUILD AMERICA, BUY AMERICA ACT (BABAA) FOR ARCHITECTURAL AND/OR ENGINEERING CONTRACTS (NOT APPLICABLE TO RFB 2026-145)**

The CONTRACTOR, and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

## **21. PROVIDING GOOD, SAFE JOBS TO WORKERS**

Pursuant to FEMA Information Bulletin No. 520, the CONTRACTOR will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the CONTRACTOR commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The CONTRACTOR acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

## **22. BUY CLEAN**

The DISTRICT encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the DISTRICT encourages that the performance of this agreement includes considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

## **23. CHANGES**

Changes to any FEMA grant or federally funded cooperative agreement shall be in writing, executed by change order and the costs of any change, modification, change order or constructive change must be allowable, allocable and within the original scope of the FEMA grant or federal cooperative agreement. Changes should be reasonable and necessary for the completion of original project scope. Any changes must be permissible under state, local and federal laws. Any change recommended and accepted by both parties, in writing, will not be considered a contract breach. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same are in writing and signed by both the CONTRACTOR and the DISTRICT.

## **24. SUBCONTRACTS**

The CONTRACTOR must require compliance with all federal requirements of all subcontractors performing work under this Agreement, by including these federal requirements in all contracts with subcontractors.

## **PART H: GENERAL CONDITIONS**

### **1. Purpose and Applicability**

This General Conditions section governs the administration, performance and completion of the Work after Contract Award. They establish the rights, responsibilities and procedures applicable to the Contractor and the District during construction. In the event of a conflict among Contract Documents, the order of precedence set forth in the Contract shall govern.

### **2. Definitions**

**As-Built Drawings** - Drawings maintained by the Contractor during the progress of the Work that accurately reflect the Work as actually constructed, including all field changes, deviations from the Contract Documents, and actual installed locations, dimensions, and elevations.

**Bid Price** - The total price submitted by the Bidder on the Bid Form for the Work.

**Change Order** - A written amendment to the Contract Documents, executed by the District, that authorizes a change in the Work and, as applicable, an adjustment to the Contract Price and/or Contract Time.

**Contract Documents** - Contract Documents has the meaning set forth in the Agreement.

**Contract Price** - The total compensation payable by the District to the Contractor for performance of the Work, initially based on the accepted Bid Price and as adjusted by Change Orders and other provisions of the Contract Documents.

**Contract Time** - The period of time established in the Contract Documents for achieving Substantial Completion and Final Completion of the Work, including any authorized adjustments.

**Contractor** - The individual or entity with whom the District has entered into the Agreement to perform the Work, including the Contractor's authorized representatives.

**District** - Englewood Water District or its authorized representatives.

**Drawings** - The graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work.

**Engineer (Engineer of Record or EOR)** - The professional engineer or engineering firm designated by the District as the Engineer of Record for the Project, responsible for interpretation of the Contract Documents and other duties as assigned herein.

**Final Completion** - The stage at which all Work, including completion of all Punch List items and submission of all required closeout documentation, has been completed in accordance with the Contract Documents and accepted by the District.

**Project** - The construction and related activities described in the Contract Documents to be performed by the Contractor.

**Project Representative** – The individual designated by the District to administer the Contract and act on behalf of the District for purposes of coordination, inspection, and communication. The Project Representative may be a District employee, the Engineer of Record, or another authorized consultant.

**Punch List** - A list of minor incomplete or corrective items of Work identified by the District or Engineer at or after Substantial Completion that do not prevent the Work from being used for its intended purpose.

**Right-of-Way or "ROW"** means any public or private land, easement, or property interest designated or used for transportation, utility, or access purposes, including roadways, sidewalks, and utility corridors.

**Subcontractor** - An individual or entity having a direct contract with the Contractor to perform a portion of the Work.

**Submittals** - All shop drawings, product data, samples, and other information required to be submitted by the Contractor to the District or Engineer for review in accordance with the Contract Documents.

**Substantial Completion** - The stage in the progress of the Work when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the District can use or occupy the Work for its intended purpose.

**Specifications** - The written requirements of the Contract Documents, including all divisions and sections of the Technical Specifications, describing materials, equipment, workmanship, and performance of the Work.

**Work** - The construction and services required by the Contract Documents, including all labor, materials, equipment, and incidentals necessary to complete the Project in accordance with the Contract Documents.

### **3. Project Description**

The Project generally consists of the replacement of a pipeline that will be installed approximately 2,100 LF within the right-of-way, running alongside the recently constructed temporary Manasota Key Road via Horizontal Directional Drilling (HDD). This main will tie into the existing 6-inch PVC water main with approximately 100 LF of new 6-inch DR-18 PVC with tee and valves. The Project includes furnishing and installing the pipelines, air release valves, pipe restraints and appurtenances and relocating an existing valve.

The Work shall be performed strictly in accordance with the Contract documents, including General Conditions, Special Provisions, Technical Specifications, Drawings, and Approved Submittals.

### **4. Contractor's Understanding**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the Work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the Work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the District, either before or after execution of this Contract, shall affect or modify the terms or obligations herein contained.

### **5. Coordination of the Specifications**

The Contract Documents are intended to be complementary and shall be read as a whole. The Contractor shall carefully examine the Contract Documents and shall promptly notify the District and Engineer in writing of any conflicts, inconsistencies, ambiguities, or omissions discovered after Contract execution.

In the event of a conflict among the Contract Documents, the order of precedence set forth in the Contract shall govern.

The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. Upon receipt of written notice of a conflict or error, the Engineer shall issue a written clarification or interpretation consistent with the intent of the Contract Documents. Any resulting adjustment in Contract Price or Contract Time shall be addressed in accordance with the Claims and Dispute Resolution Article.

**6. Site Conditions and Access**

The Contractor is responsible for familiarizing itself with existing site conditions, including but not limited to:

- Existing utilities (above and below ground);
- Access constraints;
- Adjacent properties and operations; and
- Environmental or physical limitations

No additional compensation or time extensions will be granted for conditions that could reasonably have been identified through site investigation. This section is subject to the Physical Conditions Article.

**7. Temporary Facilities and Site Logistics**

The District will provide the Project site as described in the Contract Documents.

The Contractor shall be responsible for providing all additional land, access, and facilities necessary for construction operations, including staging areas, storage areas, temporary facilities, utilities, and access thereto, unless otherwise expressly provided in the Contract Documents.

The Contractor shall coordinate use of the Project site and any off-site areas necessary for the Work and shall comply with all permits, easements, and restrictions. No additional compensation or Contract Time shall be allowed for failure to provide or coordinate such facilities and access.

**8. Owner-Furnished Equipment or Materials**

None

**9. Familiarity with Laws**

The Contractor is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the Work. Ignorance on the part of the Contractor will in no way relieve him from responsibility.

**10. Permits, Inspections, and Regulatory Coordination**

Unless expressly provided otherwise in the Special Provisions or Contract Documents, the Contractor shall apply for, obtain, and pay for all permits, licenses, inspections, approvals, and associated fees required for performance of the Work.

The Contractor shall coordinate all required inspections and approvals with applicable permitting authorities and regulatory agencies having jurisdiction, and with utility owners in accordance with the Responsibility Regarding Existing Utilities And Structures Article.

The Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, and ordinances.

Failure of the Contractor to obtain required permits, approvals, or inspections in a timely manner shall not relieve the Contractor of its obligation to complete the Work within the Contract Time, unless such delay qualifies as an excusable delay under the Contract Documents and the Contractor has complied with the notice requirements set forth in the Claims and Dispute Resolution provisions.

The Contractor shall be responsible for compliance with all applicable permitting and regulatory requirements and shall indemnify and hold harmless the District and Engineer from any fines, penalties, or damages arising from the Contractor's failure to obtain required permits or inspections or to comply with applicable laws and regulations.

**11. Construction Schedule and Phasing**

The Project may be divided into one or more phases. Each phase may have distinct sequencing, access constraints, or completion requirements.

Phasing requirements applicable to this Project include:

**Not applicable.**

The Contractor shall prepare, submit, and maintain a Construction Schedule for the Work in accordance with the Contract Documents and shall update the Construction Schedule as required to reflect actual progress and changes in the Work.

The Contractor shall submit the initial Construction Schedule within thirty (30) calendar Days after the Notice to Proceed or at the Pre-Construction Meeting, whichever occurs first, unless otherwise directed by the District.

The Contractor shall furnish copies of the Construction Schedule and schedule updates to the District upon request and as necessary for coordination, progress review, and administration of the Contract.

Progress meetings may be held bi-weekly, or as otherwise required by the District, to review construction progress, coordination issues, upcoming activities, and schedule status.

District's or Engineer's review or acceptance of the Construction Schedule is for coordination purposes only and does not relieve the Contractor of sole responsibility for planning, sequencing, means, methods, or timely completion of the Work.

**12. Mobilization**

Mobilization may not start until all submittals have been accepted by the District or the Project Representative. Once approved, no changes will be allowed without the written approval of the District or the Project Representative.

**13. Working Hours and Site Restrictions**

Unless otherwise approved in writing by the District, construction activities shall be limited to the following working hours:

**7:00 AM to 5:00 PM Monday through Friday**

The Contractor shall comply with all noise ordinances, access limitations, and site restrictions identified in the Contract documents.

**14. Environmental Protection and Controls**

The Contractor shall implement all required environmental protection measures, including erosion control, stormwater management, pollution prevention, and waste disposal.

Environmental requirements shall be in accordance with all regulations including, but not limited to: FDEP, SWFWMD, state, county and local jurisdictions.

**15. Quality Control and Inspections**

The Contractor shall perform all Work in accordance with the quality standards specified in the Contract documents.

The District and its representatives may inspect the Work at any time. Inspection does not relieve the Contractor of responsibility for compliance with Contract requirements.

**16. Pre-Construction Meeting**

A mandatory pre-construction meeting will be held following Award and prior to commencement of the Work. The District will notify the Contractor as to the date and time of the meeting in advance of the proposed date. Attendance by the Contractor's Project Manager and Project Superintendent, the District's authorized representative, and the Engineer is required.

At a minimum, the Contractor shall be prepared to address the following items:

- Contractor contact list including emergency contacts;
- Construction schedule and sequencing;
- Schedule of Values;
- List of Subcontractors;
- Safety procedures;
- Hurricane Preparedness Plan;
- Submittals and shop drawing schedule;
- Site logistics, access, security, and housekeeping; and
- Coordination requirements with District operations, utilities, or third parties.

Prior to submission of the first Application for Payment, the Contractor shall submit a finalized Construction Schedule, Schedule of Values, and submittal schedule, each in a form acceptable to the Engineer. Engineer review or acceptance of these items is for coordination purposes only and shall not relieve the Contractor of responsibility for planning, sequencing, means, methods, or timely completion of the Work.

**17. Progress Meetings and Reporting**

Progress meetings will be held bi-weekly unless other frequency is necessary, as determined by the District, to monitor progress of the Work.

The District and/or Engineer will conduct progress meetings involving, as applicable:

- Contractor's project manager;
- Contractor's project superintendent;
- District's designated representative(s);
- Engineer's designated representative(s); and
- Contractor's Subcontractors, as appropriate to the Work in progress.

The Contractor shall designate an authorized representative to attend all progress meetings and shall provide, at a minimum:

- Updated Construction Schedule reflecting actual progress;
- Up-to-date As-Built redline Drawings;
- Progress updates addressing Work completed, Work in progress, and Work planned;

- Identification of risks, delays, or potential impacts to the Contract Time; and
- Proposed corrective actions to maintain or recover the approved Construction Schedule.

The District may use information provided at progress meetings to evaluate the Contractor's performance and production rate. Upon written notice from the District, the Contractor shall promptly implement reasonable corrective measures, including the dedication of additional resources, to maintain progress in accordance with the Contract Documents.

Failure to attend required progress meetings, provide required updates, or implement directed corrective actions may be considered performance Deficiency and may constitute grounds for default in accordance with the Contract.

**18. Clarifications and Interpretations of Contract Documents**

The Contractor shall promptly notify the Engineer in writing of any doubt or question regarding the meaning or intent of any provision of the Contract documents.

Where dimensions are shown on the Drawings, annotated dimensions shall govern. Work not dimensioned shall be performed as directed by the Engineer, consistent with the intent of the Contract Documents. Work not specifically shown or described shall be of the same character and quality as similar Work that is shown or specified. Words and terms that have a well-recognized technical or trade meaning shall be interpreted in accordance with such recognized standards.

The Engineer shall issue written Clarifications or Interpretations of the Contract Documents, including revisions to the Drawings if necessary, with reasonable promptness. Such Clarifications or Interpretations shall be consistent with, or reasonably inferable from, the overall intent of the Contract documents.

If the Contractor believes that a written Clarification or Interpretation entitles the Contractor to an adjustment of the Contract Price or Contract Time, the Contractor shall notify the District in accordance with the Claims and Dispute Resolution Article.

The Engineer shall be the initial interpreter of the Contract documents and the initial judge of the acceptability of the Work. Any claims, disputes, or other matters relating to interpretation of the Contract documents, acceptability of the Work, or changes in the Contract Price or Contract Time shall be submitted in writing to the Engineer, with a copy to the other party to the Agreement.

Written notice of such claim, dispute, or matter shall be provided in accordance with the Claims and Dispute Resolution Article. Supporting documentation shall be submitted within the timeframes specified therein, unless the Engineer allows additional time to develop more accurate information.

When acting in this capacity, the Engineer shall not be deemed to act on behalf of either the District or the Contractor and shall not be liable for interpretations or decisions rendered in good faith.

The Engineer's written decision on any such claim, dispute, or matter shall be a condition precedent to the exercise by either party of any rights or remedies available under the Contract Documents or applicable law, subject to further review in accordance with the Claims and Dispute Resolution, except for matters waived by final payment as permitted by the Agreement.

**19. Submittals and Shop Drawings**

The Contractor shall submit all required shop drawings, product data, samples, and other submittals in accordance with the Contract documents.

No Work requiring submittal approval shall proceed without written approval.

**20. Testing, Commissioning, and Acceptance Support**

The Contractor shall support all testing, commissioning, and inspection activities required to demonstrate compliance with Contract requirements.

Testing and commissioning requirements applicable to this Project include but are not limited to pipeline pressure testing and bacteriological testing in accordance with FDEP, and compaction testing.

**21. Availability of Lands**

Work is planned to occur within rights of way or existing utility easements. The Contractor will be held responsible for obtaining ROW use permit(s) from the entity that regulates the ROW or utility easement. Any fees related to these permits will be paid by the Contractor. The District will reimburse the Contractor for the fees at actual cost with no markup.

**22. Dewatering**

The Contractor shall be responsible for all dewatering necessary to perform the Work, including obtaining all required permits, providing all labor, materials, and equipment, and complying with applicable federal, state, and local regulatory requirements.

The Contractor shall obtain all permits required for dewatering, including those from the Southwest Florida Water Management District and the Florida Department of Environmental Protection, and shall coordinate such permitting activities with the District as necessary.

Unless expressly identified as a separate Bid item in the Bid Form, all costs associated with dewatering shall be considered incidental to the Work and included in the Contract Price. No additional compensation will be provided for dewatering required under normal and reasonably anticipated site conditions.

If the Contractor encounters subsurface or site conditions requiring dewatering that differ materially from those indicated in the Contract Documents and that could not reasonably have been anticipated, the Contractor may request an adjustment to the Contract Price and/or Contract Time in accordance with the Claims and Dispute Resolution Article of the Contract. No adjustment shall be made for conditions that were reasonably foreseeable or customary for the type of Work.

**23. Notice-of-Intent (NOI)**

If necessary, the Contractor for the project shall submit a Notice of Intent to use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, along with the permit fee with the Florida Department of Environmental Protection.

**24. Road/Lane Closure**

No road closures are allowed without the proper approval and permit(s) to do so from the agency responsible for the roadway to be closed. The Contractor is responsible for applying for and obtaining approval for any lane or road closures necessary for this project.

**25. Temporary Traffic Control (TTC)**

The Contractor shall be solely responsible for providing and maintaining all temporary traffic control (TTC), including all signage, barricades, and safety measures necessary to protect the public, workers, and property, at no additional cost to the District. All TTC shall comply with applicable federal, state, and local requirements.

Failure to implement or maintain appropriate TTC shall constitute an unsafe condition, and the District may immediately suspend the Work. Any suspension due to inadequate TTC shall not entitle the Contractor to additional compensation or extensions of time.

**26. Collection and Disposal of Waste**

The Contractor shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The Contractor shall be responsible for the transportation and disposal costs of all waste construction materials.

**27. Burning of Debris**

Burning of debris is not permitted, unless specifically addressed in Special Conditions.

**28. Protection Against Pollution**

The Contractor shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes, streams, waterbodies, or other water areas as a result of runoff from the areas within which he is working.

If applicable, the Contractor shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

**29. Temporary Fencing and Barricades**

The Contractor shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the Contractor's personal property and materials. The District shall not be held responsible for the loss, theft, or vandalism of the Contractor's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the Contractor shall at his cost provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on Florida Department of Transportation ROW shall be secured by the Contractor prior to actual beginning of Work. The Contractor shall, at his cost, remove all temporary protection from the worksite upon completion of the work.

**30. Tools, Plant and Equipment**

If any time before the commencement or during the progress of the work, tools, or equipment appear to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of Work required, or the proper rate of progress, the Project Representative will notify the District of such conditions and will provide written notification to the Contractor of District's quality and/or schedule concerns. The Contractor will respond in writing within five (5) business days of receiving the District's notice and will propose remedial actions to address the quality and/or schedule concerns.

**31. Physical Conditions**

31.1 Exploration and Reports: Reference is made in the Specifications to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract documents.

31.2. Unforeseen Conditions: Contractor shall promptly notify District and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract documents. The Engineer will promptly review those conditions and advise District in writing if further investigation or tests are necessary.

Promptly thereafter, District shall obtain the necessary additional investigations and tests and furnish copies to the Engineer and Contractor. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract documents, and which could not reasonably have been anticipated by Contractor, Engineer shall make a recommendation to the District, and the Contractor may be entitled to an adjustment to the Contract Price and/or Contract Time in accordance with the Claims and Dispute Resolution Article.

**32. Florida Trench Safety Act - Sworn Statement & Compliance**

The Contractor shall be solely responsible for complying with the Florida Trench Safety Act (553.60-553.64 Florida Statutes) and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. All costs associated with complying with these requirements shall be included in the Contract Price.

**33. Pre-Installation Video**

No construction shall take place prior to the District's acceptance of the Pre-Installation Video. The video shall thoroughly capture the intended Work area as outlined in the Contract documents. The Pre-Installation Video will be used to protect all parties involved in the project.

**34. Right-Of-Way (ROW) Restoration**

The ROW restoration includes all procedures to restore the ROW to a condition equal to or better than the original condition to the satisfaction of the County issuing the ROW permit. The Contractor shall be responsible for restoration of items including but not limited to existing structures, stabilized roads, and ground areas damaged during construction.

**35. District's Decision**

The District shall, within a reasonable time after their presentation, make decisions in writing on claims by the Contractor and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract documents.

**36. Errors or Omissions in Permits, Drawings, or Specifications**

The Contractor shall not take advantage of any apparent error, inconsistency, or omission in the Contract Documents. If the Contractor discovers any error, ambiguity, or discrepancy in the Drawings, Specifications, or other Contract Documents, the Contractor shall promptly notify the District or Engineer in writing before proceeding with the affected Work.

The District, through the Engineer, will issue written clarification, interpretation, or correction as necessary. Any adjustment to the Contract Price or Contract Time resulting from such clarification shall be addressed in accordance with the Change Order and Claims and Dispute Resolution provisions of the Contract.

Failure of the Contractor to provide timely written notice of a discovered error or discrepancy prior to proceeding with the affected Work may result in the Contractor bearing the cost of correction.

**37. Equipment**

The Contractor shall only use equipment, machines, or combinations of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the Contract Documents, Drawings and Specifications stated herein.

Equipment incapable of providing this will not be acceptable for use on this Project. The Contractor shall not use equipment which is unsafe or in need of repair. Work completed with equipment which is not properly functioning will be deemed unacceptable.

**38. Reference to Other Specifications**

Where reference is made to specifications such as ASTM, AWWA or AASHTO, the latest edition shall be used.

**39. Notice Requirements**

Unless otherwise specifically provided in the Contract Documents, where a minimum notice period is required to be given to the District or Engineer, the Contractor shall provide not less than three (3) business days prior written notice, unless a longer period is required in the Contract Documents.

**40. Safety, Protection, Damages and Restoration**

40.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- All employees on the Work and other persons or organizations who may be affected thereby.
- All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site.

40.2 Other property at the site or adjacent thereto, shall be protected, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation or replacement during construction. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of person or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

40.3 Any open excavation needs to be backfilled by the end of the work day. Any pipe installation shall be backfilled properly the same day of Work on such pipe area to allow safe passing of pedestrians and vehicles. The Contractor shall immediately remove any personnel who fail to conform to this requirement.

- 40.4 Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by Contractor to District.
- 40.5 Lawn areas. All lawn areas disturbed by construction shall be replaced with like kind of a condition similar to or equal to that existing before construction.
- 40.6 Where fencing, walls, shrubbery, grass strips or area must be removed or damaged incident to the construction operation, the Contractor shall, after completion of the Work, replace or restore it to the original condition.

The cost of all labor, materials, equipment and Work for restoration shall be deemed included in the Contract price, and no additional payment will be made therefore unless specifically provided for in the Contract Documents. Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the District. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service. The Contractor shall be responsible for protection of the Work and all public and private property affected by the Work and shall repair or restore any damage caused by its operations at no additional cost to the District.

#### **41. Private Property**

The Contractor shall not occupy private land outside of any easements or ROW unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to obtain these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the District. In the event that the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner or provided the necessary agreement to the District, the District may direct the Contractor in writing to immediately cease using such property.

Prior to application for Final Payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the District has issued written notification to the Contractor, confirming that restoration has been completed in accordance with the agreement and Contract Documents.

If such documentation cannot be obtained after reasonable effort, the Contractor shall provide written evidence of attempted compliance and restoration, subject to review and acceptance by the District.

Final Payment or reduction in retainage shall not be paid until such documentation is received and accepted by the District.

Any areas, outside of the ROW or easements that are impacted or damaged by the Contractor's activities shall be repaired at the Contractor's expense to the property owner's satisfaction. Restoration of impacted areas shall be equal to or better than original condition and to the satisfaction of the property owner. The Contractor shall be responsible for ensuring written approval of the restoration of the property from the property owner and submitting a copy to the District prior to requesting Substantial Completion.

Failure to provide such documentation may result in the work being identified as incomplete or deficient and included on the punch list. Retainage may be withheld to the extent permitted by applicable law until such items are satisfactorily completed.

**42. Residents' Concerns**

During the Work of this Contract, residents may contact the District to question the progress of the Work or express concerns regarding the Work. These concerns are responded to by the District, but they may require input from the Contractor. When requested, the Contractor will provide the requested information to the District within two (2) business days.

**43. Miscellaneous Items**

Items and accessories not specifically shown or specified, but reasonably inferable from the Contract Documents and necessary to provide a complete and operable system or facility for its intended purpose, shall be furnished and installed by the Contractor.

The cost of such items shall be included in the Contract Price, and no additional compensation, Change Order, or adjustment to the Contract Time shall be permitted for such Work.

Such items shall be of quality consistent with the related Work and shall be subject to review and approval by the Engineer.

This requirement shall not be interpreted to require the Contractor to provide major components not indicated in or reasonably inferable from the Contract Documents.

**44. Storage Of Materials**

44.1 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.

44.2 Contractor is not entitled to payment for same except for those materials which in the District's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) Days of delivery to the construction site.

44.3 The storage facilities and methods of storing shall meet the District's approval and shall be in accordance with manufacturer's recommendations, or the District will not be obligated to pay for same.

44.4 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by the Contractor at its expense.

44.5 The District may at its discretion require material to be stored in an air-conditioned location.

44.6 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:

- An applicable Purchase Order is provided listing the materials in detail and identifying the Contract documents, by name, with verification that the total value of the Purchase Order amount reconciles with the corresponding application for payment stored materials line-item value.
- Evidence that proper storage security is provided.

- The Contractor shall ensure that stored materials are adequately insured by the Contractor and/or its Subcontractors against loss, damage, or theft prior to incorporation into the Work. The Contractor shall bear all risk of loss or damage to such stored materials and shall be solely responsible for their protection, regardless of whether payment has been made by the District. The Contractor hereby releases the District from responsibility for loss or damage to stored materials to the extent permitted by law.
- 44.7 Once any Stored Material is paid for by District, it shall not be removed from the designated storage area except for incorporation into the Work or upon subsequent written approval by District.
- 44.8 No Applications for Payment shall be submitted, nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the District.
- 44.9 The Contractor warrants that title to all Work and stored materials covered by any Application for Payment shall pass to the District either by incorporation into the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances. The Contractor further warrants that none of the Work or stored materials have been acquired subject to any agreement under which a lien, security interest, or other encumbrance is retained by the seller or otherwise imposed.
- 44.10 It is further agreed between the parties that the transfer of title and the District's payment for any Stored Material pursuant to the Contract documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract documents.
- 44.11 In the event stored materials which District is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) Days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next Application for Payment.

**45. Periodic Clean Up And Restoration**

During construction, the Contractor shall clean the site daily of trash and shall regularly remove from site and properly dispose of all accumulated debris and surplus material of any kind that result from their operations. The Contractor shall remove unsightly mounds of earth, large stones, boulders, and debris so the site presents a neat appearance. Burial of construction debris is not permitted. Unused tools and equipment shall be stored at the Contractor's yard or base of operations for the Project. When the Contract Work involves ROWs, private property, roadways, private driveways or access roads, easements and sidewalks, and any sitework that may impede pedestrian or vehicular traffic while the installation Work is in progress, the Contractor shall backfill, grade, compact, and otherwise restore the area to the basic condition which existed prior to Work in order to allow vehicular and pedestrian use. All areas should be restored to their original design grade, unless otherwise noted in the Drawings, to facilitate drainage.

**46. Materials, Equipment, Products, And Substitutions**

Materials, equipment, and products incorporated into the Work shall comply with the Contract Documents and shall be subject to review and approval in accordance with the Submittals requirements of the Contract Documents.

The Contractor shall submit Submittals, including product data and samples as required, for proposed materials, equipment, and products to enable evaluation of compliance with the Contract Documents.

When materials, equipment, or products are specified by reference to a brand name or catalog number, such reference establishes the required standard of quality and performance. Substitutions of equal substance and function may be proposed by the Contractor and shall be subject to review by the Engineer and approval by the District. Approval of substitutions is not guaranteed.

No substitution shall be ordered or installed without prior written approval of the District.

Any incidental changes required to accommodate an approved substitution shall be made by the Contractor at no additional cost to the District and without adjustment to the Contract Price or Contract Time.

Delays associated with substitution requests shall not constitute grounds for extension of Contract Time.

Materials, equipment, or products that do not conform to the Contract Documents or that become damaged shall be removed and replaced at the Contractor's expense.

The Contractor warrants that it has good title to all materials and equipment incorporated into the Work, free of all liens, claims, or encumbrances.

**47. Responsibility Regarding Existing Utilities And Structures**

The locations, sizes, and characteristics of existing utilities and structures shown or referenced in the Contract Documents are based on information obtained from various sources and are not guaranteed as to accuracy or completeness. The Contractor shall be responsible for verifying the existence, location, and elevation of all utilities and structures that may affect the Work prior to construction.

The Contractor shall comply with all applicable laws and regulations governing utility locating and protection, including coordination with the appropriate utility locating services (e.g., Sunshine 811) and direct coordination with utility owners as necessary.

The Contractor shall coordinate all Work with utility owners and shall take all necessary precautions to protect existing utilities and structures from damage. Any damage caused by the Contractor's operations shall be promptly repaired or replaced at the Contractor's expense to the satisfaction of the District and the utility owner.

If subsurface or concealed utilities or structures are encountered that differ materially from those indicated or that could not reasonably have been anticipated, the Contractor shall promptly notify the District and Engineer and shall not disturb such conditions until directed. Any resulting adjustment to the Contract Price or Contract Time shall be determined in accordance with the Claims and Dispute Resolution provisions of the Contract Documents.

The Contractor shall include in its Work all labor, materials, equipment, and coordination necessary to accommodate, adjust, protect, support, or reconnect existing utilities as

required to complete the Work, except for major relocations or modifications not indicated in or reasonably inferable from the Contract Documents.

Nothing in this Section shall be interpreted to require the Contractor to perform or pay for utility relocations or major modifications that are not shown in or reasonably inferable from the Contract Documents.

Unless otherwise specifically provided in the Special Provisions or Contract Documents, relocation of existing utilities owned by third parties shall be performed by the respective utility owner.

**48. As-Built Drawings Certification (As-Builts)**

The certification statement shall be as follows:

"I hereby certify that the as-built location information of the water and wastewater facilities shown on these drawings conforms to the Minimum Technical Standards for Land Surveying in the State of Florida, chapter 5J-17.052 (Florida Administrative Code), as adopted by the Department of Agriculture and Consumer Services, Division of Consumer Services, Board of Professional Surveyors and Mappers in 2010, and that said as-builts are true and correct to the best of my knowledge and belief as surveyed under my direction."

**49. Survey**

All survey monuments and benchmarks that may be disturbed during construction shall be referenced and replaced by the Contractor. All monuments and benchmarks disturbed or destroyed by the Contractor or any of his forces through accident or negligence shall be replaced by a Florida Licensed Professional Land Surveyor at the Contractor's expense and shall not be reimbursed by the District.

**50. Transfer of Service**

When the District has accepted a proposed facility or pipeline and placed it into operation, the transfer of service is complete. At the direction of the District and Engineer, the Contractor may begin the Work of removing the existing or temporary facilities, as applicable.

**51. Use of Premises**

The Contractor shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of the District, and shall not unnecessarily encumber any part of the site.

The Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

The Contractor shall enforce the District's instructions in connection with signs, advertisements, fires and smoking.

The Contractor shall arrange and cooperate with the District in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery truck and other vehicles to the Project site.

**52. Inspection of Work**

The Project Representative and his representatives shall, at all times, have access to the Work whenever it is in preparation or progress and the Contractor shall provide proper

facilities for such access and for inspection. The Work will be conducted under the general direction of the Project Representative of the District and is subject to inspection by his appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provisions of the Specifications without written authorization of the District, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

If the Specifications, the Project Representative's instructions, laws, ordinances or any public authority require any Work to be specifically tested or approved, the Contractor shall give the District timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be conducted promptly and, where practicable, may be performed at off-site locations where materials or equipment are manufactured or fabricated. If any Work should be covered up without approval or consent of the District, it shall, if required by the Project Representative, be uncovered for examination at the Contractor's expense.

If any installed Work is suspected to be defective or not in accordance with the Contract Documents, the Project Representative may require such Work to be uncovered or exposed for inspection ("re-examination"). If the Work is found to be in accordance with the Contract Documents, the District shall pay the reasonable cost of uncovering, re-examination, and restoration. If the Work is found not to be in accordance with the Contract Documents, the Contractor shall bear all such costs.

**53. Material Testing and Certifications**

The Contractor shall furnish all required manufacturer certifications, test reports, and laboratory test results demonstrating that materials and equipment incorporated into the Work comply with the requirements of the Contract Documents.

All such documentation shall be submitted in accordance with the submittal requirements of the Contract Documents. The District or Engineer may require additional testing or certification where necessary to verify compliance.

**54. Field Testing and Commissioning**

The Contractor shall perform all required field testing necessary to verify proper installation and operation of the Work, including but not limited to compaction testing, pressure testing, bacteriological testing, and performance testing, as required by the Contract Documents and applicable permits.

The Contractor shall provide all labor, materials, equipment, and coordination necessary to complete such testing, including engaging qualified independent testing laboratories where required. All costs associated with testing shall be included in the Contract Price.

Testing shall include all utilities and systems installed as part of the Work. Where testing indicates non-compliance, the Contractor shall make all required corrections and shall repeat testing at no additional cost to the District.

In addition, all field tests for compaction of earthwork and for materials incorporated into subgrade and base shall be performed by a materials testing laboratory approved by the District. All such testing shall be at the Contractor's expense and shall be included in the Contract Price.

The Contractor shall notify the District at least three (3) business days in advance of scheduled tests to allow for observation by the District and Engineer. Where a shorter

notice period is specified in the Specifications or Drawings, those requirements shall govern.

**55. Sources of Water for Testing, Cleaning, and Other Construction Purposes**

If potable water is required for the Work of this Contract, all Contractors' connection(s) to the District's potable water supply shall allow the District to meter the amount of water used. All potable water connections shall include a reduced pressure zone backflow preventer. The Contractor is responsible for obtaining from the District, meter(s), backflow preventers, and associated appurtenances, and paying all appropriate fees/deposits. The Contractor shall not use any potable water until meter and backflow preventer are installed. The Contractor will set up an account with the District and will be billed at the District's normal rates for actual potable water used. Any fees/deposits due back to the Contractor will be returned after the project is completed and the meter is removed.

**56. Workmanship, Materials, Appliances, and Employees**

All Work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the Contractor for permanent incorporation in the Work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of Work performed. It is the District's intent to obtain a high-quality job that will operate and function with least maintenance costs. The Contractor shall, if requested by the District, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.

The Contractor shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

**57. General Quality and Standards**

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is the standard of performance required for the finished Work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the District, the Contractor and others concerned with the Work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the Work will be carried out.

General requirements for the quality of the Work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume its completion under a general contract. Further, the scope of Subcontracts and the quantities of materials and labor supplied to the Contractor by others are assumed to be matters governed by agreement between the Contractor and his Subcontractors and suppliers and not by agreement between the District and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of Work and/or materials incidental to the particular branch of Work mentioned in the section title. Sections are not intended as itemizations of the Work materials to be furnished or to limit or define the scope of any Subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the Work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the District may elect to Contract other Work for the project. The Contractor shall coordinate his operations with those of any other such Contractors as well as any Work of constructing or adjusting utilities by any other authorities, to the end that the least practical handicap to the Work of all such Contractors or authorities will result.

**58. Project Coordination**

The Contractor shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The Contractor shall make adequate provisions to accommodate items scheduled for later installation.

The Contractor shall inspect both the substrate and conditions under which the Work is to be performed. The Contractor shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The Contractor shall inspect materials or equipment immediately upon delivery and again prior to installation. The Contractor shall reject damaged and defective items.

The Contractor shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

**59. Continuous Prosecution of Work**

The Contractor shall continuously prosecute the Work in accordance with the Contract documents. Upon written direction from the District, the Contractor shall remove any personnel for the duration of the Contract who fail to comply with the Contract documents.

Once commencing the project, the operation must be continuously prosecuted during normal hours to its completion. At no time shall the Contractor suspend Work, for any reason for more than seven (7) calendar Days, excluding delays granted for inclement weather. Should the Contractor fail to perform any Work on the project for three (3) or more workdays, the Contractor shall submit a written request to the District, no less than twenty-four (24) hours in advance of the restart of Work, to allow the District to schedule the required inspection personnel. No Work may restart prior to the expiration of the twenty-four (24) hour notice without the District's approval.

Correction of safety concerns will be given priority and shall be corrected as soon as practicable, but not later than 24 hours after discovery by the District and notification to the Contractor. Failure to comply with these Provisions and/or Specifications shall result in the Contractor being considered in default and subject to suspension of this contract.

**60. Subcontracts**

The Contractor shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of Subcontractors proposed for the Work as listed on the Bid form. The Contractor shall not employ Subcontractors unless they are approved by the Project Representative.

The Contractor agrees that he is as fully responsible to the District for the acts and omissions of his Subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract documents shall create any contractual relation between any Subcontractors and the District.

**61. Contractor's Requests for Interpretation (RFIs)**

Should Contractor be unable to determine from the Contract documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract documents; the Contractor shall request that the Architect/Engineer (AE), or District Representative, make an interpretation of the requirements of the Contract documents to resolve such matters. The Contractor shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

**61.1 Submission of RFIs:**

- RFIs shall be prepared and submitted on a form acceptable to the District.
- Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
- Each RFI shall be given a discrete, consecutive number.
- Each page of the RFI and each attachment to the RFI shall bear the District's project name, project number, date, RFI number and a descriptive title.
- The Contractor shall sign all RFIs attesting to good faith effort to determine from the Contract documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from Contractor to District for fees charged by A/E, A/E consultants and other design professionals engaged by the District.

**61.2 Subcontractor-Initiated and Supplier-Initiated RFIs:** RFIs from Subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by Contractor. RFIs submitted directly by Subcontractors or material suppliers will be returned unanswered to the Contractor.

- Contractor shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
- RFIs submitted to request Clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of Subcontracts will be returned without interpretation. Such issues are solely the Contractor's responsibility.
- Contractor shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.

**61.3 Requested Information:** Contractor shall carefully study the Contract documents to ensure that information sufficient for interpretation of requirements of the Contract

documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract documents will be returned without interpretation.

- In all cases in which RFIs are issued to request Clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the Contractor shall furnish all information required for the A/E or Project Representative to analyze and/or understand the circumstances causing the RFI and prepare a Clarification or direction as to how the Contractor shall proceed.
- If information included with this type of RFI by the Contractor is insufficient, the RFI will be returned unanswered.

61.4 Unacceptable Uses for RFIs: RFIs shall not be used to request the following:

- Approval of submittals
- Approval of substitutions
- Changes that entail change in Contract Time and Contract Price
- Different methods of performing Work than those indicated in the Contract Drawings and Specifications

61.5 Disputed Requirements: In the event the Contractor believes that a Clarification by the District's A/E, or Representative, results in additional cost or time, Contractor shall comply with the method for requesting a Change Order.

61.6 RFI Log: Contractor shall prepare and maintain a log of RFIs, and at any time requested by the Project Representative, the Contractor shall furnish copies of the log showing all outstanding RFIs.

61.7 Review Time: Architect/Engineer or Project Representative (District) shall return RFIs to Contractor and within seven (7) calendar Days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the seven (7) calendar Day response period.

## **62. Submittal Requirements of Contractor**

After verifying all field measurements and complying with applicable submittal procedures set forth in the Contract Documents, the Contractor shall submit Shop Drawings to the Project Representative for review in accordance with the approved submittal schedule.

Each submittal shall bear a stamp or written indication that the Contractor has reviewed and approved the submission and that it complies with the requirements of the Contract Documents.

Shop Drawings shall be complete and include all necessary information, including quantities, dimensions, performance criteria, materials, and related data, to enable proper review.

Submittals may be provided electronically unless otherwise directed by the District.

Contractor shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract documents.

At the time of each submission, Contractor shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation. Contractor shall sign each submittal cover sheet.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. The Contractor shall make Corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. Contractor shall direct specific attention in writing to revisions other than the Corrections called for by Engineer on previous submittals.

Engineer's review of Shop Drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract documents unless Contractor has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of Contractor.

**63. Changes in the Work and Adjustments to Contract Price**

Any Change in the Work shall be documented in writing and approved by the District prior to performance. No Work shall be performed unless and until the Change Order has been executed by the District.

Changes that increase the Contract Price may require approval by the District Commission, depending upon the dollar value of the proposed Change Order.

The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be performed without additional compensation unless expressly authorized by a written Change Order.

The Contract Price may only be modified by a written Change Order executed by the District.

Any claim for adjustment to the Contract Price shall be submitted in accordance with the Claims and Dispute Resolution Article of the Construction General Conditions.

The value of Work covered by a Change Order shall be determined by one of the following methods:

- Application of unit prices contained in the Contract Documents;
- Mutual acceptance of a lump sum; or
- Cost of the Work plus a negotiated fixed fee for overhead and profit.

If the parties are unable to agree upon the value of a Change, the matter shall be resolved pursuant to the Claims and Dispute Resolution Article.

**64. Processing of Change Order Proposals (F.S. 218.755)**

When the District requests or directs a change in the Work, the Contractor shall submit a written price proposal with sufficient detail to permit evaluation of the proposed change, including labor, materials, equipment, time impacts, and supporting documentation.

In accordance with Section 218.755, Florida Statutes, the District shall review the Contractor's change order price proposal and provide written notice approving or denying the proposal within thirty-five (35) days after receipt of the proposal.

If the proposal is denied, the District shall provide written notice identifying the deficiencies in the proposal and the information necessary to correct such deficiencies.

This Section does not modify the requirement that changed Work must be authorized in writing by the District prior to performance.

**65. Surveys, Permits, and Regulations**

The District will furnish horizontal and vertical control necessary to layout the Work in an orderly and Workmanlike manner.

Horizontal Control furnished by the District shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the Work.

It shall be the responsibility of the Contractor to furnish all construction layout of the Work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The Contractor shall maintain and preserve all stakes and marks established by the District and should such stakes or marks be carelessly or willfully destroyed or damaged by the Contractor, said stakes or marks shall be replaced by the District at the expense of the Contractor.

The Contractor will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout Work not furnished by the District as specified above shall be the responsibility of the Contractor.

The District may perform surveys or measurements as necessary to verify quantities of Work performed for payment purposes; however, such surveys shall not relieve the Contractor of responsibility for construction layout or accuracy of the Work.

The Contractor shall obtain any and all required permits from all appropriate government agencies, unless otherwise specified.

Work permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permanent easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the District unless otherwise specified. The Contractor shall give all notices and comply with all laws,

ordinances, rules and regulations relating to the conduct of the Work as drawn up and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the District in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the Work. If the Contractor performs Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the District, he shall bear all cost arising there from.

**66. Acceptance of Defective Work - Correction of Defective Work By The District**

If, instead of requiring Correction or removal and replacement of defective Work, the District (prior to Engineer's recommendation of Final Payment) elects to accept such Work, the District may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the District's evaluation and determination to accept such defective Work, including reasonable professional fees and costs. If such acceptance occurs prior to Engineer's recommendation of Final Payment, a Change Order shall be issued incorporating necessary revisions to the Contract Documents, and the District shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, the matter shall be resolved pursuant to Claims and Dispute Resolution Article. If the acceptance occurs after such recommendation, an appropriate amount shall be paid by Contractor to District.

If Contractor fails within a reasonable time after written notice to correct defective Work, remove and replace rejected Work, or otherwise comply with the Contract Documents, District may, after seven (7) Days' written notice, correct and remedy such Deficiency. In exercising such rights, District shall proceed expeditiously. District may exclude Contractor from the site to the extent necessary to complete corrective and remedial action and may take possession of materials, equipment, and tools as reasonably necessary. All reasonable costs incurred by District in exercising such rights shall be charged against Contractor and incorporated into a Change Order reflecting an appropriate decrease in the Contract Price. Any disagreement regarding the amount of such decrease or charge shall be resolved pursuant to Claims and Dispute Resolution Article.

Contractor shall not be entitled to an extension of Contract Time for delays attributable to the District's exercise of its rights and remedies under this section.

**67. Deductions for Uncorrected Work**

If the Project Representative deems it inexpedient to correct Work injured or done, not in accordance with the contract, an equitable deduction from the Contract price will be made.

**68. Time Extensions for Delays**

If the Contractor is delayed in the progress of the Work by acts or neglect of the District, other contractors employed by the District, approved Change Orders, strikes, fire, unusual delay in transportation, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time may be extended for a reasonable period as determined by the District.

The Contractor shall submit written notice of any delay and request for time extension in accordance with the Claims and Dispute Resolution Article.

Failure to provide timely notice in accordance with above mentioned Article shall constitute a waiver of the request for time extension.

In the case of a continuing delay, a single written notice shall be sufficient provided it identifies the continuing nature of the delay.

No extension shall be granted for failure to furnish drawings unless a written demand has been made and a reasonable time for response has elapsed.

**69. The District's Right To Do Work**

If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of this contract, the District after three (3) Days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such Deficiencies at the Contractor's expense.

**70. Suspension of Work**

The District may at any time suspend the Work or any part thereof by giving five (5) Days' notice to the Contractor in writing. The Work shall be resumed by the Contractor within ten (10) Days after the date fixed in a written notice to resume Work from the District to the Contractor. The District will reimburse the Contractor for expense incurred by the Contractor in connection with the Work under this Contract as a result of such suspension unless the suspension was recommended to the District by the Project Representative to enforce the Contract or for any violation of the contract.

**71. Payment Adjustment**

The following will apply: This Contract will not provide for fuel or other payment adjustments due to increase in material costs during the life of the contract.

**72. Claims And Dispute Resolution**

**72.1 Definition of Claim**

A "Claim" means a demand or assertion by the District or Contractor seeking:

- An adjustment of Contract Price;
- An adjustment of Contract Time;
- Payment of money; or
- Interpretation of Contract requirements or other relief arising under or relating to the Contract Documents.

**72.2 Notice of Claim**

**A. Time for Notice**

The claiming party shall provide written notice of a Claim within:

- Fifteen (15) calendar days after the occurrence giving rise to the Claim; or
- Fifteen (15) calendar days after the Claimant first knew or reasonably should have known of the event giving rise to the Claim.

Failure to provide timely notice may constitute a waiver of the Claim.

**B. Continuing Claims**

For continuing impacts, a single written notice shall be sufficient, provided the Claimant submits updated supporting documentation as required.

**72.3 Submission of Supporting Documentation**

Within thirty (30) calendar days after the event giving rise to the Claim (unless extended in writing by the District), the Claimant shall submit:

- A detailed written statement of the Claim;
- The contractual basis for the Claim;

- Supporting cost data;
- Time impact analysis (if applicable).

Failure to submit supporting documentation may result in denial of the Claim.

#### **72.4 Initial Determination**

If the District and Contractor cannot resolve the Claim informally, the Engineer shall issue a written determination.

The Engineer's determination shall not be final and binding and shall be subject to further resolution under this Article. Any agreed adjustment shall be incorporated into the Contract by Change Order.

#### **72.5 Good Faith Negotiation**

Following the Engineer's determination, the parties shall attempt in good faith to resolve the Claim through negotiation.

#### **72.6 Litigation**

If the Claim is not resolved through negotiation or agreed arbitration, either party may pursue litigation.

Venue for any action shall be exclusively in:

- The state courts of Sarasota County, Florida; or
- The United States District Court for the Middle District of Florida, where federal jurisdiction exists.

Each party waives the right to trial by jury.

#### **72.7 Continued Performance**

Pending final resolution of any Claim, Contractor shall proceed diligently with performance of the Work unless otherwise directed in writing by the District.

### **73. Liquidated Damages**

#### **73.1 General**

Liquidated damages shall apply for failure to achieve Substantial Completion within the Contract Time established in the Contract Documents.

The applicable liquidated damages amounts, including any phase-specific liquidated damages, are set forth in the Special Provisions.

#### **73.2 Assessment of Liquidated Damages**

If the Contractor fails to achieve Substantial Completion within the Contract Time, as adjusted by any authorized Change Orders, the Contractor shall be liable to the District for liquidated damages in the amounts set forth in the Special Provisions for each calendar day of unexcused delay.

#### **73.3 Waiver for Excusable Delay**

The Contractor shall not be charged with liquidated damages or any excess costs when the District determines that the Contractor's reasons for delay are acceptable in accordance with the provisions governing Force Majeure, Delays, and Extensions of Contract Time set forth in the Contract Documents.

A written extension of the Contract Time granted by Change Order shall constitute a waiver of liquidated damages for the period of such extension, unless expressly provided otherwise in the Change Order.

#### **73.4 Emergency Recovery Period Breach**

In accordance with Florida Statutes §252.505, if the Contractor breaches a Contract related to emergency response for a natural emergency during the emergency recovery period, the Contractor shall be subject to a statutory penalty of Five Thousand Dollars (\$5,000) per occurrence.

This penalty shall be in addition to any actual damages, consequential damages, or liquidated damages otherwise recoverable under the Contract Documents.

For purposes of this Section:

- A breach includes failure, neglect, or refusal to perform or complete the Work in accordance with the Contract Documents; and
- “Emergency recovery period” means the one (1) year period beginning on the date the Governor of the State of Florida initially declared a state of emergency for the applicable natural emergency.

#### **74. Application for Payment**

The Contractor shall submit to the District, at least twenty (20) Days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application.

Contractor shall, before any payment is made, provide a sworn statement to the District attesting that all services, materials, and labor furnished to the Project to the date of the Application for Payment have been paid in full, or listing the amounts due. The District shall have the right to pay such amounts directly to those entitled thereto, with any remaining balance paid to the Contractor.

The District shall not be required to make progress payments until it has verified, by on-site inspection or other appropriate means, that the Work has progressed to the point indicated and that the Work and materials furnished are in accordance with the Contract Documents and applicable codes.

#### **Engineer Review.**

The Engineer will, within ten (10) Days after receipt of each Application for Payment, either:

- recommend payment and present the Application to the District; or
- return the Application to the Contractor with written reasons for refusal.

The Engineer’s recommendation of payment represents that, based on the Engineer’s observations of the Work and review of the Application and supporting data, the Work has progressed to the point indicated and is, to the best of the Engineer’s knowledge, in accordance with the Contract Documents.

Such recommendation shall not be deemed a representation that:

- exhaustive or continuous on-site inspections have been made;
- the Engineer has verified all quantities; or

- the Contractor is entitled to payment beyond the amount recommended.

The Engineer may refuse to recommend payment or may nullify a prior recommendation to the extent necessary to protect the District from loss.

The District may withhold payment in accordance with Payments Withheld Article, and shall provide written notice of the reasons for such action.

**75. Payments Withheld**

In addition to the requirements of Application for Payment Article, the District may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the District from loss on account of:

- Defective Work not remedied.
- Claims filed or reasonable evidence indicating probable filing of claims.
- Failure of the Contractor to make payments properly to Subcontractors or for materials or labor.
- The Project Representative's opinion that the Contract cannot be completed for the balance then unpaid.
- Damage to another Contractor.
- Failure to maintain adequate progress.
- Damage to the building resulting from the negligence of the Contractor.

When the above grounds are removed or remedied, payment will be made for amounts withheld because of them.

Any disagreement regarding withholding or recovery of payment shall be resolved pursuant to Claims and Dispute Resolution Article.

**76. Equipment Startup**

Equipment startup shall be in accordance with the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and District in accordance with the specifications. The Contractor shall provide thirty (30) Days' notice to the Engineer and District of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the District's operational schedule with consideration of the schedule needs of the Engineer and Contractor.

**77. Royalties and Patents**

There may be a design, device, material or process included in these Drawings and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the Contractor shall secure indemnity from his Subcontractors or material suppliers that will protect and save harmless the District from all loss on account thereof.

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the District harmless from loss on account thereof, except that the District shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the District.

**78. Coordination of Work by Others**

Where Work performed by the District or other contractors is adjacent to or interfaces with the Work under this Contract, the Project Representative shall coordinate the activities of the respective parties as necessary to facilitate orderly progress and completion of the Work.

**79. Separate Contracts**

The District reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly conduct and coordinate his Work with theirs.

If any part of the Contractor's Work depends, for proper execution or results upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Project Representative any defects in such Work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other Contractor's Work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's Work after the execution of the work.

To ensure the proper execution of his subsequent work, the Contractor shall measure Work already in place and shall at once report to the Project Representative any discrepancy between the executed Work and the drawings.

**80. Limitations on Engineer's Responsibilities**

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

The Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract documents.

The Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

**81. Safety and Precaution**

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all

necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- All employees on the Work and other persons and organizations who may be affected thereby;
- All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of District or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to District and Contractor that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to District.

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or District, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give Engineer prompt written notice that any significant changes in the Work or variations from the Contract documents have been caused thereby. If Engineer determines that a change in the Contract documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

## **82. Accidents**

The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the District's accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to, the site, which causes death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported by telephone and followed up immediately by email to the District. If a claim is made by

anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the District, giving full details of the claim.

**83. Sanitary Facilities**

The Contractor will provide and maintain in a sanitary condition, facilities for his employees as are required by local and state boards of health.

**84. Record Documents**

Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and Clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents or As-Built Drawings, samples and Shop Drawings will be delivered to Engineer for District. Upon delivery of such documents to Engineer, the Contractor shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

Final Payment shall not be made until all required record documents and closeout materials have been submitted and accepted in accordance with the Contract Documents.

**85. Underground Utilities and Facilities**

Shown or Indicated: The information and data shown or indicated in the Contract documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to District or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Special Provisions:

- District and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word "facility" as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. The "facility" excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled "Utilities" refers to the entity having legal ownership of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the Work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the Drawings. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the Drawings. The Contractor shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing Work in the area and shall be responsible for any damage thereto.

Damage, injury, or loss resulting in whole or in part from the Contractor's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the District or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the Contract price may be allowed unless the Contractor discovers an underground facility which is not indicated or referred to in the Contract documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract documents. If such discovery is made, the Contractor shall promptly notify in writing the District, Engineer and the Utility. The District may make changes in the alignment and grade of the work.

At no additional cost to the District, the Contractor shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract documents. At no additional cost to the District, the Contractor shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The Work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such Work with their own forces or permitting the Work to be done by the Contractor.

**86. Substantial Completion**

The Contractor shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous Days, and in the opinion of the District, it's Project Representative or Engineer, all Work has been completed in general accordance with the Drawings and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer.

When Contractor considers the entire Work ready for its intended use, Contractor shall notify District and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, the District, Contractor and Engineer shall inspect the Work to determine the status of completion. If the Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons, therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to District a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before Final Payment. District shall have seven (7) Days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, the Engineer concludes that the Work

is not substantially complete, Engineer will within fourteen (14) Days after submission of the tentative certificate to District notify the Contractor in writing, stating the reasons, therefore. If, after consideration of District's objections, Engineer considers the Work substantially complete, Engineer will within fourteen (14) Days execute and deliver to District and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from District. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to District and Contractor a written recommendation as to division of responsibilities pending Final Payment between District and Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless District and Contractor agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on District and Contractor until Final Payment.

District shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but District shall allow Contractor reasonable access to complete or correct items on the tentative list.

**87. Punch List and Completion of Remaining Work**

Upon determination that the Work is substantially complete, the Engineer and District shall prepare a written punch list identifying items of Work remaining to be completed or corrected prior to Final Completion.

Issuance of a Certificate of Substantial Completion does not constitute acceptance of incomplete or defective Work.

The Contractor shall promptly complete all punch list items within the time specified in the Certificate of Substantial Completion or as otherwise directed in writing by the District. Failure to complete punch list items within the specified time may result in the District exercising its rights under the Contract, including withholding payment, correcting deficiencies, or assessing liquidated damages, if applicable.

Upon completion of all punch list items, the Contractor shall request a final inspection. Final Completion shall not occur until all punch list items are satisfactorily completed and accepted by the District.

**88. Final Cleanup**

Prior to Final Completion, the Contractor shall remove from the Project site all temporary facilities, construction equipment, waste materials, debris, and unused materials, and shall leave the site in a clean, orderly, and acceptable condition.

All Work areas shall be broom clean and free of dirt, dust, stains, and construction residue. The Contractor shall restore all disturbed areas to a condition equal to or better than that existing prior to construction, including repair of damage to adjacent property caused by the Work.

Final Cleanup shall be completed to the satisfaction of the District as a condition of Final Completion and Final Payment.

**89. Final Completion**

The project has achieved all the technical and performance requirements set out in the Construction Contract. All Punch List items have been completed unless the Parties

otherwise agree. The District or Project Representative (i.e., Engineer) will determine Final Completion upon acceptance of the project.

**90. Acceptance Criteria**

The District will determine acceptance of the Work based on compliance with the Contract Documents and satisfaction of the following criteria, as determined by the District:

- Completion of all Work in accordance with approved Drawings and specifications;
- Successful completion of required inspections, testing, and commissioning;
- Delivery of required documentation, certifications, and warranties; and
- Written confirmation from the District's authorized representative or Engineer that the Work meets Contract requirements.

Acceptance of the Work shall occur only after all acceptance criteria are satisfied.

**91. Acceptance of Finished Work**

The District shall make an acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract documents. Contractor shall furnish to the Engineer or District Representative a complete set of As-Built Drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) Days following the completion of the work.

**92. Correction of Work Before Final Payment**

The Contractor shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute his own Work in accordance with the Contract and without expense to the District and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not correct such condemned Work and material within a reasonable time fixed by written notice, the District may correct it at the expense of the Contractor. If the Contractor does not pay the expense of such Correction within three (3) Days thereafter, the District may, upon three (3) Days written notice, deduct all the cost and expenses that should have been borne by the Contractor.

**93. Final Payment Application**

Administrative actions and submittals that must precede or coincide with submission of the final Application for Payment include the following:

- Completion of Project closeout requirements;
- Completion of items specified for completion after Substantial Completion;
- Assurance that unsettled claims will be resolved;
- Transmittal of required project construction records to the District;
- Final Cleanup as required by the Contract Documents.

Upon written notice from the Contractor that the Work is complete, the Engineer will make a final inspection with the District and Contractor and will notify the Contractor in writing of any deficiencies. The Contractor shall promptly correct such deficiencies.

After the Contractor has completed all required corrections, submitted all required documentation, and the Engineer has indicated that the Work is acceptable, the

Contractor may submit a Final Payment Application Review and recommendation of the final Application for Payment shall proceed in accordance with the Application for Payment Article.

The Final Application for Payment shall be accompanied by all documentation required under the Contract Documents, including complete and legally effective releases or waivers of liens arising out of or filed in connection with the Work.

In lieu thereof, and as approved by the District, the Contractor may furnish receipts or releases in full, an affidavit that all labor, materials, and equipment have been paid or otherwise satisfied, and, if required, consent of the surety to final payment.

If any Subcontractor or Supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond or other collateral satisfactory to the District to indemnify the District against any lien.

Final payment shall not be made until Final Completion has been achieved and all required closeout documentation has been submitted and accepted.

**94. Final Payment**

Upon receipt of a proper Final Application for Payment, and after verification that:

- the Work has achieved Final Completion;
- all required closeout documentation has been submitted and accepted;
- all required releases, affidavits, and surety consents have been provided; and
- all conditions of the Contract Documents have been satisfied,

the District shall process final payment in accordance with applicable law.

Final Payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified as unsettled at the time of the Final Application for Payment.

**95. Warranty**

The Contractor shall warrant that all Work is free from defects in materials, equipment, and workmanship for a minimum of one year from Substantial Completion or for any longer period required by the Contract Documents or applicable manufacturer warranties. The Contractor shall promptly correct, repair, or replace defective Work at no additional cost and shall assign all manufacturer warranties to the District without limiting the Contractor's own warranty obligations. All extended warranties, performance guarantees, and Subcontractor or supplier commitments required by the Contract Documents remain fully enforceable and continue in effect through Final Completion and any designated warranty period.

**96. Contractor's Continuing Obligation**

Contractor's obligation to perform and complete the Work in accordance with the Contract documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by District to Contractor under the Contract documents, nor any use or occupancy of the Work or any part thereof by District, nor any act of acceptance by District nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any Correction of defective Work by District will constitute an acceptance of Work not in accordance with the Contract documents or a release of Contractor's obligation to perform the Work in accordance with the Contract documents (except as provided under Waiver).

**97. Waiver**

No delay or failure to enforce any breach of a Contract by either District or Contractor shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

## **PART I: SPECIAL PROVISIONS**

### **1. Purpose and Applicability**

These Special Provisions modify, supplement, and, where expressly stated, supersede the General Conditions and other Contract Documents. The provisions contained herein are specific to this Project and address project-specific requirements, constraints, and risk allocations that differ from or supplement the standard General Conditions.

In the event of a conflict between these Special Provisions and the General Conditions, these Special Provisions shall govern, as set forth in the Order of Precedence.

### **2. Project Schedule Requirements**

#### **2.1 Contract Time**

The Contract Time for this Project is established in the executed Contract and shall commence upon issuance of the Notice to Proceed.

Unless otherwise modified by Change Order, the Contractor shall achieve:

- Substantial Completion within 240 calendar days after the Notice to Proceed; and
- Final Completion within 270 calendar days after the Notice to Proceed (or 30 calendar days after Substantial Completion, if applicable).

These project-specific requirements supplement the schedule provisions contained in the Construction General Conditions. In the event of a conflict, the Contract shall control.

### **3. Liquidated Damages**

If the Contractor fails to achieve Substantial Completion within the time required by the Contract Documents (as adjusted in accordance with the Contract), the Contractor shall pay the District liquidated damages in the amount of: One Thousand, Five Hundred Dollars and zero cents (\$1,500.00) per calendar day.

Liquidated damages shall begin accruing on the first calendar day after the Substantial Completion deadline and shall continue for each calendar day thereafter until Substantial Completion is achieved.

#### **3.1 Acknowledgments**

The parties acknowledge and agree that:

- The District's actual damages from delay are difficult to ascertain at the time of contracting; and
- The liquidated damages amount is a reasonable estimate of the District's anticipated damages and is not a penalty.
- The District may deduct liquidated damages from any amounts due or to become due to the Contractor, including retainage, without prejudice to any other rights or remedies available under the Contract Documents.

### **4. Warranty Modifications**

Unless otherwise stated herein, warranty obligations shall be as set forth in the General Conditions.

## **5. Funding Requirements**

This Project is funded in whole or in part through the FEMA Public Assistance (PA) Program. The Contractor shall comply with all applicable federal requirements, including those set forth in Part G – Federal Contract Provisions. In the event of a conflict, the federal requirements shall govern.

## **PART J: SAMPLE CONSTRUCTION AGREEMENT**

Contract No. 2026-XXX ("Contract") is entered into by and between the **Englewood Water District**, 201 Selma Avenue, Englewood, Florida 34223, a Special District of the State of Florida ("District") and \_\_\_\_\_ **[insert name of Organization or other Legal Entity, exactly as name appears in the corporate records at Sunbiz.org]**, a \_\_\_\_\_ **[insert name of state]** \_\_\_\_\_ **[insert type of entity as designated at Sunbiz.org; i.e., "Florida nonprofit corporation"]**, registered to do business in the State of Florida, whose principal place of business is \_\_\_\_\_ **[insert address]** ("Contractor").

### WITNESSETH

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

#### 1. TERM AND CONTRACT TIME.

- A. Effective Date. This Contract becomes effective on the date of the last signature of the parties hereto ("Effective Date") and shall remain in effect until Final Completion of the Work or as otherwise provided in this Contract.

This Contract shall not be binding upon the District until executed by an authorized representative of the District pursuant to Board authorization.

- B. Time Is of the Essence. Time is of the essence in the performance of this Contract.

(1) Notice to Proceed. The Contractor shall commence the Work upon issuance of a written Notice to Proceed by the District. A Purchase Order issued by the District may serve as the Notice to Proceed if it expressly authorizes commencement of the Work.

(2) Contract Time. The Contract Time for this Project shall commence upon issuance of the Notice to Proceed.

Unless otherwise adjusted by Change Order, the Contractor shall achieve:

- **Substantial Completion** within two hundred forty (240) calendar days after the Notice to Proceed; and
- **Final Completion** within thirty (30) calendar days after Substantial Completion, but in no event later than two hundred seventy (270) calendar days after the Notice to Proceed.

All time periods shall be measured in calendar days and shall include weekends, Federal and District holidays.

Contract Time includes all activities necessary to complete the Work and achieve Substantial and Final Completion, including submittals, procurement, fabrication, delivery, construction, testing, and closeout.

(3) Extensions. Contract Time may be extended only by written Change Order executed by the parties for reasons permitted under the Contract Documents, including but not limited to Force Majeure events, differing site conditions, or District-directed changes in the Work.

## 2. CONTRACT DOCUMENTS.

This Contract consists of the following documents (collectively, the “Contract Documents”), which are incorporated herein by reference and made a part of this Contract as if fully set forth herein:

- A. This Contract, including all exhibits;
- B. All duly executed Change Orders and written amendments in chronological order;
- C. Request for Bid No. 2026-145 (“RFB”), including all addenda;
- D. The Contractor’s Bid and all required forms and certifications submitted in response to the RFB.

The Contract Documents are intended to be complementary. Work required by any one of the Contract Documents shall be as binding as if required by all.

### Exhibits

The following Exhibits are attached to and made a part of this Contract:

Exhibit 1 – Insurance Requirements

Exhibit 2 – Federal Contract Provisions (2 C.F.R. Part 200, Appendix II)

Exhibit 3 – Technical Specifications (Incorporated by Reference)

Exhibit 4 – Plans and Drawings (Incorporated by Reference)

The Exhibits are incorporated into this Contract by reference.

## 3. FEDERAL FUNDING AND COMPLIANCE.

This Project is funded in whole or in part through a Federal Emergency Management Agency (FEMA) Public Assistance (PA) grant. The parties acknowledge that this Contract is subject to applicable federal laws, regulations, and grant requirements, including but not limited to 2 C.F.R. Part 200 and Appendix II thereto.

The Federal Contract Provisions attached as Exhibit 2 are incorporated herein and shall apply to the extent required by applicable federal law or grant conditions. Notwithstanding any other provision of this Contract, any requirement mandated by applicable federal law or FEMA grant conditions shall govern to the extent necessary to ensure compliance.

The Contractor shall comply with all applicable federal statutes, regulations, executive orders, and FEMA grant requirements applicable to the Work. The Contractor shall ensure that all applicable federal requirements are

included in all subcontracts and shall require all Subcontractors and lower-tier subcontractors to comply with such requirements.

Failure of the Contractor or its subcontractors to comply with applicable federal requirements may constitute a material breach of this Contract and may result in suspension of the Work, withholding of payment, termination for cause, or other remedies available to the District under the Contract Documents and applicable law.

#### 4. ORDER OF PRECEDENCE.

In the event of any conflict, inconsistency, ambiguity, or discrepancy between or among the Contract Documents, the following order of precedence shall govern:

- A. Duly executed Change Orders or written amendments, in chronological order;
- B. This Contract;
- C. Federal Contract Provisions;
- D. Addenda to the RFB (most recent first);
- E. The technical and contractual exhibits to this Contract, including General Conditions, Special Provisions, Technical Specifications, and Bid Plans;
- F. The remaining Exhibits to this Contract;
- G. The Request for Bid No. 2026-145 ("RFB");
- H. The Contractor's Bid.

No term or condition contained in the Contractor's Bid that conflicts with this Contract, the Exhibits, or the RFB shall be binding upon the District unless expressly accepted in writing by the District in a fully executed Contract or Change Order.

Notwithstanding the foregoing order of precedence, any provision required by applicable federal law or FEMA grant requirements shall govern to the extent necessary to maintain compliance with such federal requirements.

#### 5. THE CONTRACTOR'S RESPONSIBILITIES.

##### A. Supervision.

- (1) The Contractor must supervise and direct all work performed to the best of its ability, give the work all the attention necessary for proper supervision and direction, and only employ workers with sufficient skill to perform the job assigned.
- (2) The Contractor assumes full responsibility for all acts, negligence, or omissions of its employees, for those subcontractors and their employees, and for those of all other persons doing work under a contract with the Contractor in furtherance of this Contract.

B. Labor and Materials.

- (1) The Contractor must provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, as well as all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions of this Contract and the Contract Documents.
- (2) The Contractor represents and warrants that all equipment and materials used in the work and made a part of the structures or permanently placed in connection with the work, must be new unless otherwise specified in this Contract or Contract Documents, must be of good quality, free of defects, and in conformity with this Contract and related Contract Documents. The Contractor and the District agree that all equipment and materials not in conformity with this Contract are defective.

C. Public Records Law. In accordance with Florida Statutes Section 119.0701, the Contractor must comply with all public records laws, and must specifically:

- (1) Keep and maintain public records required by the District to perform the service.
  - (a) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.  
(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>)
  - (b) "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the District. The Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during the term and in furtherance of this Contract.
- (2) Upon request from the District's custodian of public records, provide the District, at no cost, 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 for by law. All records kept electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- (3) Ensure that project 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 Contract term and if the Contractor does not transfer the records to the District following completion of the Contract, the Contractor must maintain the project records for the time specified in General Records Schedule GS1- SL for State and Local Government Agencies.
- (4) Upon completion of the Contract, transfer, at no cost to the District, all public records in the Contractor's possession or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor must 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 the completion of the Contract, the Contractor must comply with all applicable requirements for retaining public records.

**(5) 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ENGLEWOOD WATER DISTRICT, 201 SELMA AVE, ENGLEWOOD, FL 34223, 941-460-1003, [publicrecordrequests@englewoodwater.com](mailto:publicrecordrequests@englewoodwater.com)**

(6) Failure of the Contractor to comply with these requirements constitutes a breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.

D. Subcontractors. The Contractor shall not employ any Subcontractor for the Work unless such Subcontractor has been approved by the District's Project Representative. The Contractor shall notify the District in writing of any proposed change in Subcontractors and shall obtain written approval prior to employing any replacement or additional Subcontractor.

The Contractor shall be fully responsible to the District for the acts and omissions of its Subcontractors and of persons directly or indirectly employed by them, to the same extent as for the acts and omissions of persons directly employed by the Contractor.

Nothing in this Contract shall create any contractual relationship between the District and any Subcontractor.

All Subcontractors shall comply with Section 448.095, Florida Statutes, regarding registration and use of the E-Verify system.

E. Licenses and Permits. The Contractor must pay all taxes required by law in connection with the activities done in furtherance of this Contract including sales, use, and similar taxes, and unless otherwise mutually agreed to in writing, must secure all licenses and permits necessary for proper completion of the work, and pay any related fees.

F. Laws and Regulations. Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract. The Contractor must comply with all laws, ordinances, rules, regulations, and orders of all public authorities relating to the performance of the work required. If any of the Contract documents are at variance with any law or regulation, the Contractor must notify the District promptly upon discovery.

G. E-Verify Compliance. The Contractor shall comply with Section 448.095, Florida Statutes, including registration with and use of the United States Department of Homeland Security E-Verify System to verify the employment eligibility of all newly hired employees during the term of this Contract.

The Contractor shall require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall include the E-Verify requirements in all subcontracts. The Contractor shall maintain copies of all required affidavits for the duration of the Contract.

If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Contract in accordance with Section 448.095, Florida Statutes, and applicable law.

## 6. THE DISTRICT'S RESPONSIBILITIES.

The District shall:

- A. Designate an authorized representative to administer the Contract and act as the District's point of contact;
- B. Provide reasonable access to District-controlled project sites in accordance with Contract documents;
- C. Review and respond to submittals, payment applications, and requests for information within the timeframes established in the Contract Documents;
- D. Issue the Notice to Proceed and any written directives required under the Contract;
- E. Make payments in accordance with the Contract Documents and applicable law.

The District shall have no other obligations except as expressly set forth in the Contract Documents.

## 7. PAYMENT.

- A. Payment Requests. The Contractor must use a form approved by the District for all payment requests and shall submit monthly itemized Applications for Payment to the District's Project Representative, unless otherwise directed in writing by the District. Each Application for Payment shall include an updated work schedule reflecting progress of the Work and sufficient detail for proper pre-audit and post-audit review.

Payment requests must include all documentation required under Florida Statutes §255.05, including updated affidavits and releases from subcontractors and suppliers. The District reserves the right to request additional supporting documentation or surety consent if required under the Contract or if payment disputes, claims, or nonpayment concerns arise.

- B. Payment. Payments shall be made in accordance with applicable provisions of Florida Statutes §218.735 and other applicable Florida law. The District shall make payment only for Work properly performed and materials properly furnished in accordance with the Contract Documents and after certification and approval of the Application for Payment.

- C. Timing of Payments; Retainage.

- (i) The District will not make payments to the Contractor more frequently than monthly. Payment must be based on the total value of the work completed and accepted during the preceding month, less retainage in an amount not to exceed five percent (5%), in accordance with applicable law.
- (ii) Upon issuance of the Certificate of Substantial Completion and receipt of a proper Application for Payment, the District shall pay to the Contractor all amounts due, including retainage, except that the District may withhold up to one hundred fifty percent (150%) of the estimated cost to complete any

remaining punch list items, in accordance with Florida Statutes §255.077 and Florida Statutes §255.078.

(iii) The District may continue to withhold up to one hundred fifty percent (150%) of the estimated cost to complete any remaining punch list items or corrective Work. Final payment shall not be made until Final Completion has been achieved and all required closeout documentation has been submitted and approved.

D. Right to Withhold Payment. Nothing herein shall obligate the District to make payment for Work that is defective, incomplete, or subject to a good faith dispute in accordance with the Contract Documents and applicable law.

E. Final Payment. Final payment shall be made only in accordance with the procedures and requirements set forth in the General Conditions, including submission of required closeout documentation, releases, affidavits, and surety consent, as applicable, and subject to approval by the District.

## 8. LIQUIDATED DAMAGES.

Liquidated damages shall apply for failure to achieve Substantial Completion within the Contract Time, as set forth in the Liquidated Damages Article in the Contract Documents.

## 9. BOND REQUIREMENTS.

The Contractor shall furnish Performance and Payment Bonds in accordance with Section 255.05, Florida Statutes, and the requirements set forth in Part C, Section 5.2 (Payment and Performance Bonds) of the Solicitation Documents. Such Bonds shall be maintained for the duration of the Work and adjusted as required by approved Change Orders.

## 10. CONTRACTOR'S INSURANCE.

As a condition precedent to the District's execution of this Contract, the Contractor shall furnish and maintain insurance in accordance with Exhibit 1—Insurance Requirements, which is attached hereto and incorporated herein by reference.

The Contractor shall maintain all required insurance coverages for the duration of the Contract and any required warranty period. No Work shall commence until the required insurance has been submitted to and approved by the District.

Failure to maintain required insurance coverage in accordance with the Contract Documents shall constitute a material breach of this Contract.

## 11. INDEMNIFICATION.

### A. Indemnification and Defense

To the fullest extent permitted by Florida law, the Contractor shall indemnify, defend, and hold harmless the District, its commissioners, officers, employees, agents, and representatives from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, and expenses, including reasonable attorneys' fees and court costs, but only to the extent caused by the negligent acts, errors, omissions, or willful misconduct of the Contractor, its officers, employees, agents, subcontractors,

subconsultants, or anyone directly or indirectly employed or utilized by the Contractor in the performance of the Work under this Contract.

This indemnification obligation shall not be construed to require the Contractor to indemnify or defend the District for the District's own negligence.

The Contractor's duty to defend shall arise upon written notice from the District of a claim alleging liability arising from the Contractor's performance of the Work and shall apply only to the extent such claim is attributable to the Contractor's negligent acts, errors, omissions, or willful misconduct.

#### B. Intellectual Property Indemnification

The Contractor shall indemnify and hold harmless the District from and against any claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or relating to any claim that materials, equipment, software, processes, or other items provided by the Contractor infringe upon any patent, trademark, copyright, trade secret, or other intellectual property right.

## 12. TERMINATION.

#### A. Termination for Convenience:

The District may, at any time and for any reason, terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the Contractor.

Upon receipt of a notice of termination for convenience, the Contractor shall:

- (1) Immediately discontinue Work as directed in the notice;
- (2) Place no further orders or subcontracts except as necessary to complete the portion of the Work not terminated;
- (3) Terminate subcontracts and settle outstanding liabilities as appropriate; and
- (4) Deliver to the District all Work product, materials, documents, data, and records prepared or obtained in connection with the Work.

In the event of termination for convenience, the Contractor shall be entitled to payment for Work properly performed and accepted prior to the effective date of termination, together with reasonable and documented demobilization costs. The Contractor shall not be entitled to anticipated profits or damages on Work not performed.

Payment shall be made in accordance with the Contract Documents, subject to applicable retainage and setoffs.

B. Default, Termination With Cause.

(1) Events of Default

The following constitute a material default under this Contract:

- (a) Failure to perform the Work in accordance with the Contract Documents;
- (b) Failure to prosecute the Work with sufficient diligence to achieve Substantial or Final Completion within the Contract Time;
- (c) Failure to maintain required bonds or insurance;
- (d) Failure to make prompt payment to subcontractors, suppliers, or laborers;
- (e) Submission of materially inaccurate or fraudulent payment requests;
- (f) Violation of applicable federal, state, or local laws in the performance of the Work;
- (g) Insolvency, bankruptcy, appointment of a receiver, or assignment for the benefit of creditors; or
- (h) Any other material breach of this Contract.

(2) Notice and Opportunity to Cure

If the Contractor is in default, the District shall provide written notice specifying the nature of the default. The Contractor shall have ten (10) calendar days after receipt of such notice to cure the default, unless a shorter period is reasonably necessary due to public safety concerns.

If the default is not cured within the time allowed, the District may exercise its rights under this Section.

(3) Termination for Cause

Upon failure of the Contractor to cure a default within the time permitted, the District may terminate this Contract, in whole or in part, for cause.

Termination for cause shall be effective upon written notice to the Contractor.

(4) Completion by the District

Upon termination for cause, the District may take possession of the Work and complete the Work by such means as the District deems appropriate.

The Contractor and its surety shall be liable for all costs incurred by the District in completing the Work in excess of the unpaid balance of the Contract Price.

C. Termination for Non-Appropriation. (NOT APPLICABLE FOR THIS PROJECT)

The District’s obligations under this Contract are subject to annual appropriation by the District’s Board of Supervisors. In the event funds are not appropriated for any fiscal year, the District may terminate this Contract without penalty upon written notice to the Contractor.

D. Termination for Abandonment.

If the Contractor abandons performance under this Contract, the District Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating the intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.

E. Contractor's Termination.

The Contractor may terminate this Contract only if:

- (1) The District fails to pay an undisputed and properly submitted payment request within ninety (90) calendar days after such payment becomes due under the Contract Documents, provided the Contractor has delivered written notice of nonpayment and the District fails to cure within fifteen (15) calendar days after receipt of such notice; or
- (2) The District suspends the Work for more than ninety (90) consecutive calendar days for reasons not attributable to the Contractor and fails to issue a written directive to resume the Work within fifteen (15) calendar days after receipt of written notice from the Contractor.

### 13. REMEDIES.

In the event the Contractor violates, breaches, or fails to perform any term, condition, or obligation of this Contract, the District shall have the right to pursue any and all administrative, contractual, and legal remedies available under the Contract Documents, at law, or in equity.

Such remedies may include, without limitation:

- A. Issuance of written notice of default and opportunity to cure;
- B. Withholding of progress payments or retainage;
- C. Suspension of the Work;
- D. Termination for cause;
- E. Completion of the Work by the District or others at the Contractor's expense;
- F. Recovery of damages, including liquidated damages if applicable;
- G. Recovery against the Contractor's performance and payment bond;
- H. Setoff against amounts otherwise due to the Contractor; and
- I. Any other remedy permitted by applicable law.

The rights and remedies of the District under this Contract are cumulative and not exclusive. The exercise of any one remedy shall not preclude the exercise of any other remedy available under the Contract Documents or applicable law.

Nothing in this Section shall be construed as a waiver of the District's sovereign immunity or limitations of liability as provided by law.

These remedies shall apply to all work performed under this Contract, including work funded in whole or in part with federal financial assistance.

The provisions of this Section shall survive termination or completion of the Contract.

**14. DISPUTE RESOLUTION PROCEDURE.**

Any dispute arising under or related to this Contract shall be resolved in accordance with the dispute resolution procedures set forth in the General Conditions. In the event of any inconsistency, the General Conditions shall control.

**15. SOVEREIGN IMMUNITY.**

Nothing in this Contract shall be construed as a waiver of the District's sovereign immunity or limitations of liability as provided in Section 768.28, Florida Statutes.

**16. WAIVER.**

Any delay or failure to enforce any breach of this Contract by either the District or the Contractor will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

**17. NOTICES.**

All notices, demands, requests, and other communications required or permitted under this Contract shall be in writing and shall be deemed given when delivered personally, sent by certified mail (return receipt requested), sent by nationally recognized overnight courier, or transmitted by electronic mail with confirmation of receipt, to the addresses set forth below or to such other address as either party may designate by written notice.

As to the District: **Keith R. Ledford Jr., P.E.,** Administrator  
Englewood Water District  
201 Selma Ave  
Englewood, FL 34223  
941.474.3217  
kledford@englewoodwater.com

As to the Contractor: \_\_\_\_\_ **[insert name of Contractor]**  
\_\_\_\_\_ **[insert name of person signing]**  
\_\_\_\_\_ **[insert address]**  
\_\_\_\_\_ **[insert city, state, and zip code]**  
\_\_\_\_\_ **[insert telephone]**  
\_\_\_\_\_ **[insert email address]**

## 18. SCRUTINIZED COMPANIES.

The Contractor's Scrutinized Companies Certification submitted with its Bid is incorporated herein. A false certification constitutes a material breach of this Contract and may result in termination in accordance with applicable law.

## 19. FORCE MAJEURE.

- A. Neither party shall be considered in default of this Contract to the extent performance is delayed or prevented by an event of Force Majeure beyond the reasonable control of the affected party, including but not limited to:
- (1) Acts of God, hurricane, flood, sinkhole, fire, explosion, earthquake, epidemic, pandemic, or other natural disaster;
  - (2) War, terrorism, insurrection, riot, civil disturbance, or national emergency;
  - (3) Governmental orders, declared emergencies, or restrictions;
  - (4) Strikes or labor disruptions not caused by the affected party; or
  - (5) Any other similar event beyond the reasonable control of the affected party.
- B. The affected party must provide written notice within five (5) calendar days of the event, describing the nature of the delay, its anticipated duration, and actions being taken to mitigate its effects. Failure to provide timely notice may result in denial of relief.
- C. The affected party shall use reasonable diligence to mitigate the effects of the Force Majeure event and resume performance as soon as practicable.
- D. Force Majeure shall entitle the Contractor to an extension of time only subject to written approval by Change Order. The Contractor shall not be entitled to additional compensation unless expressly authorized by written Change Order.
- E. Force Majeure shall not excuse obligations that arose prior to the event, nor shall it excuse payment obligations for Work properly performed.

## 20. MISCELLANEOUS.

- A. Authority to Execute. The individual signing this Contract represents and warrants that he or she has full authority to bind the entity on whose behalf the Contract is executed.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and will inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection

with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.

- D. No Agency. The Contractor is an independent contractor and nothing in this Contract shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.
- E. Severability. If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Contract and do not affect its construction.
- G. Complete Contract. This Contract, together with the Contract Documents, constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements.
- H. Amendment. This Contract may be amended only by written instrument executed by authorized representatives of both parties.
- I. Assignment. The Contractor must not assign this Contract or any right or responsibility without the written consent of the District. Any attempted assignment without consent shall be void.

(This space intentionally left blank; signature pages to follow)

**IN WITNESS WHEREOF**, the parties have executed this Contract on the dates as indicated below.

**FOR ENGLEWOOD WATER DISTRICT**

By: \_\_\_\_\_

Name: Keith R. Ledford Jr., P.E.

Title: Administrator

Date: \_\_\_\_\_

ATTEST:

Approved as to form and correctness:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ashley Aguiar

Name: Robert Berntsson

Title: Executive Assistant

Title: District Attorney

**FOR CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_