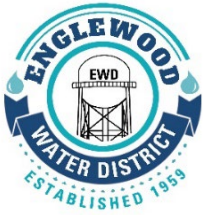




REQUEST FOR BIDS

RFB 2023-134
*V1 VACUUM STATION IMPROVEMENTS
PROJECT*

ENGLEWOOD WATER DISTRICT



ENGLEWOOD WATER DISTRICT

201 Selma Ave
Englewood, FL 34223
Office: 941-474-3217
Fax: 941-460-1025

REQUEST FOR BID NO. 2023-134

V1 Vacuum Station Improvements Project

The Englewood Water District (also known as the "District") is requesting sealed bids to secure the services of an experienced, professional, licensed, and qualified General/Utility Contractor capable of providing services in accordance with the specifications for the rehabilitation of the District's V1 Vacuum Sewer Station. Sealed bids should be mailed or hand delivered to **Bee Ling Wheaton, Purchasing Manager, at 201 Selma Avenue, Englewood, FL 34223 by 2:15 p.m. (EST), June 21 (Wed.), 2023.**

NON - MANDATORY PRE-BID MEETING: May 12 (Fri), 2023 at 9:00 a.m. (EST)
Englewood Water District, 201 Selma Ave, Englewood, FL 34223.

BID OPENING: June 21 (Wed.), 2023 at 2:30 p.m. (EST)
Englewood Water District, 201 Selma Ave, Englewood, FL 34223

Any bids received after the deadline will not be opened and will be returned to the Bidder, if requested, at Bidder's expense. The District will not consider any bids from a Contractor that has been barred from bidding in any public section project in the last three (3) years.

All bids must contain a **manual signature** of the authorized representative of the Bidder's company on the Bid Form. The successful Bidder shall have current, applicable licensure to perform the work as described in the Technical Specifications in this bid package.

The District shall award the bid to the lowest responsive, responsible Bidder who fulfills all criteria and specifications with consideration to favorable references and whose evaluation by the District indicates that the award will be in the best interest of the District.

Bid Guarantee – Each bidder shall furnish a bid bond equivalent to five (5) percent of the bid price, utilizing a surety company which is authorized to do business in Florida.

The bid package and any associated addenda, may be viewed and downloaded from the District's as well as DemandStar's websites. If you have any questions, concerns, or problems accessing the bid package using the link, please contact **Bee Ling Wheaton, Purchasing Manager**, at (941) 460-1014. Request for additional information or clarification regarding the solicitation must be sent via email to **Bee Ling Wheaton, bwheaton@englewoodwater.com**. All questions and clarifications must be submitted via e-mail by **4:00 p.m. (EST) on June 7 (Wed.), 2023. Verbal requests will not be entertained.**

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.

The Bid will remain subject to acceptance for ninety (90) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the District, for the purpose of reviewing bids and investigating the bidder's qualifications prior to the contract award.

NOTICE OF AVAILABILITY POSTED ON: May 4, 2023, on www.englewoodwater.com and www.demandstar.com
PUBLISH DATE: May 4, 2023 – SARASOTA HERALD TRIBUNE

STATEMENT OF NON-SUBMITTAL

Please return this form, **only** if you **do not** intend to submit a bid. Please check all applicable reasons.

We the undersigned have declined to submit a bid on the requested service/goods below

Request for Bid # **RFB NO. 2023-134**
V1 VACUUM STATION IMPROVEMENTS PROJECT

for the following reason(s):

- Insufficient time to respond to the Request for Bid.
- We do not offer the product/service that is requested.
- Does not fit into our schedule.
- Bond/insurance requirements cannot be met.
- Specifications are vague (explain below).
- OTHER (please specify below).

Reasons

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

POSITION: _____

Note: "Statement of Non Submittal" may be e-mailed to Bee Ling Wheaton, Purchasing Manager, at bwheaton@englewoodwater.com or faxed to the District at 941-460-1025.

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SECTION 1

INSTRUCTIONS TO SUPPLIERS AND GENERAL PROVISIONS

- GP-1. **Abnormally Low Bid (ALB)** - Should the District identify the lowest bid as an 'Abnormally Low Bid' in accordance with the District's own internal guidance, the District may request the Supplier to provide information or an explanation in support of what appears to be an Abnormally Low Bid. Should the District believe, the Supplier cannot fulfill the requirements of an Awarded Contract for the amount of the offer the District may disqualify the Supplier.
- GP-2. **Acceptance** - Submission of a Response to this Solicitation Package affirms acceptance of these Instructions to Suppliers & General Conditions. Any questions related to these Instructions & General Conditions shall be directed to the Procurement Division using the method indicated in these instructions. Any questions must be submitted and resolved prior to submission of a response. Exceptions to these Instruction & General Conditions are not permitted.
- GP-3. **Addendum** - The Procurement Division may publish information within the Solicitation Package, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Supplier should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict within the Solicitation Package and any changes, the last information published shall prevail. It is the Suppliers responsibility to ensure they have reviewed all information, including answers to questions, and considered all information in preparation of their response to the Solicitation. Failure to acknowledge review of all information may cause their Submittal Package to be deemed non-responsive and not be considered for award. Addendums will be posted on online Platforms.
- GP-4. **Additional Information/Questions** - Any communication or inquiries are to be made in writing to the attention of the Procurement Representative identified in this section by the deadline indicated in the Procurement Timetable. Oral answers given by anyone shall not be authoritative. Suppliers must submit their questions by email to Purchasing Manager, Bee Ling Wheaton at bwheaton@englewoodwater.com. Verbal questions will not be answered. The District reserves the right to not answer questions received after the deadline for questions. Should a late question be deemed substantive by the District the District may issue an Addendum to answer the question and extend the due date and time for Solicitation Submittals.
- GP-5. **Additional Terms** - When submitting your response do not attach any forms, proposals or documents which may contain terms and conditions of the Supplier. The inclusion of additional terms and conditions which may be on your company's standard forms, shall result in your response being declared non-responsive and rejected, as these changes will be considered a counteroffer to the District's solicitation. Should a Supplier wish to propose terms & conditions different than those provided by the District they must be listed as an Exception and included in the place provided to list Exceptions. Any Exceptions listed may be cause for the bid to be considered non-responsive.
- GP-6. **Applicable Laws** - Suppliers are advised all District Agreements and documentation pertinent to the Solicitation Package and Submittal Package are subject in full or in part to all legal requirements provided for in applicable District's Enabling Act, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapters 671-679 et seq, Florida State Statutes shall prevail as the basis for contractual obligations between the Supplier and the District for any terms and conditions not specifically stated within the context of this Solicitation Package or resulting Agreement.

- GP-7. **Response Submission** – Response documents and forms shall be submitted sealed to the **Purchasing Manager, Englewood Water District**, 201 Selma Ave, Englewood, FL 34223 by 2:15 p.m. on the date indicated in the SP-2 Procurement Timetable in Special Provisions. The envelope/package shall be clearly marked with the Solicitation Number, Name and Business Address of the Bidder. All sealed responses must be received by **the deadline indicated in the Procurement Timetable in Special Provisions** and will be opened in the District’s Board Room at 2:30 p.m. on the same day. Please submit one (1) hard copy of the response offer and an electronic copy in pdf format on a USB flash drive.

For your response to be acceptable, **all blank spaces** must be completed as requested. All responses must contain a **manual signature** of the authorized representative of the Respondent in the space provided on the Bid Form.

Responsibility for getting this response to the District on or before the specified date and time is solely the responsibility of the Respondent. The District will not be responsible for any delay, for any reason whatsoever. Responses must be received and stamped with the date and time on the outside of the envelope and must be at District by the date and time specified for opening.

Responses received past the deadline will not be considered for award and may be returned unopened to the Respondent at the Respondent’s request and expense.

- GP-8. **Bid or Proposal Amount** - The total amount bid shall be based on quantities, unit prices and/or lump sum(s) according to the Pricing Sheet(s) provided. Any quantities shown in the Pricing Sheet(s) are estimates for the purpose of arriving at a total price for comparison of Solicitation Responses. Suppliers submitted prices shall be firm for **NINETY (90) CALENDAR DAYS** after the solicitation due date, unless stated differently elsewhere in the Solicitation Package.

- GP-9. **Binding Offer** - The submission of a Submittal Package to this Solicitation Package will constitute an incontrovertible representation by Supplier that Supplier has read, understands and is in compliance with every requirement of this Solicitation Package, that without exception the Submittal Package is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Solicitation Package and terms and conditions provided. The Supplier through their Submittal Package certifies the Solicitation Package provided is sufficient in scope and detail to indicate understanding of all requirements stated. Supplier Submittal Package is submitted with full knowledge and understanding of the requirements and time constraints stated.

- GP-10. **Cancellation of Solicitation** - The District reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the District. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

- GP-11. **Certification of Supplier** - Submitting a Submittal Package in response to this Solicitation Package certifies the Supplier's Authorized Agent has read, understands and accepts responsibility for the contents of this Solicitation Package and Supplier's Submittal Package and agrees to comply with all requirements prescribed in the Solicitation Package and as submitted in the Submittal Package.

- GP-12. **Changing of Forms** - If the District discovers any District provided forms submitted by a supplier in response to this solicitation have been altered the District may, at its discretion, disqualify the supplier and not consider their response for award.

- GP-13. **Code of Ethics** – With respect to this bid, if any bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from

furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the District.

- GP-14. **Collusion Among Suppliers** - Where two (2) or more related parties, as defined herein, each submit a response for the same Solicitation, such responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such responses. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a response for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.
- GP-15. **Communication Restriction (Cone of Silence)** - All Suppliers are prohibited from indirectly or directly communicating with any member of the Englewood Water District to include the Board of Supervisors, District Administrator, District staff members or consultants to the District for the project. Suppliers may only communicate with Designated Procurement Representative identified in the Solicitation Package regarding the solicitation, their submittal package, District's Notice of Recommendation for Award, or District's Intent to Reject (if applicable) at any time prior to the Formal Award. Any such contact prior to the Formal Award shall be cause for rejection of your submittal.
- GP-16. **Conflict of Interest** - The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the Englewood Water District. Further, all respondents must disclose the name of any District employee who owns, directly or indirectly, an interest of five (5) percent or more of the Suppliers company or any of its branches.
- GP-17. **Conflicts within the Solicitation** - Where there appears to be a conflict between information provided in the Solicitation Package the order of precedence shall be the last addendum issued, the Pricing Sheet(s), the Scope of Work/Specifications, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the Instructions to Suppliers & General Conditions.
- GP-18. **Contents of the Solicitation Package and Suppliers Responsibilities** - It is the responsibility of the Supplier to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Supplier will not be accepted as a basis for varying the requirements of the Solicitation Package or any resulting Contract.
- GP-19. **Contingent Fees Prohibited** - The Supplier warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Supplier, 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 Supplier 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.

- GP-20. **Copeland "Anti-Kickback" Act** - The Supplier must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
- GP-21. **Cost of Preparing Response** - All costs incurred by the Supplier for preparation and submittal of a response to the solicitation will be the sole responsibility of the Supplier. The District shall not reimburse any Supplier for any such costs.
- GP-22. **Definitions**
- a. **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 Supplier's sole responsibility to determine if any addenda were issued, acknowledging and incorporating said addenda into their response to the solicitation.
 - b. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Solicitation that if accepted would bind the Supplier to fulfil the resultant Contract.
 - c. **Commodity:** A marketable item produced to fulfill a need or want, and references both goods and services. More specifically the product or service requested in this solicitation.
 - d. **Contract:** The Agreement to provide the Commodity(s) set forth in this solicitation.
 - i. **Purchase of Goods** - The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a District purchase order.
 - ii. **Performance of Services** - The contract will be comprised of the Agreement between the District and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
 - e. **Contractor:** The vendor 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.
 - f. **District:** Shall refer to Englewood Water District, Florida.
 - g. **Formal Award:** Is defined as the Board of Supervisors approval of the solicitation award, or lacking Board of Supervisors approval, issuance of a Notice of Award document or the issuance of a Purchase Order to the awarded Supplier.
 - h. **In Writing** - Writing is any mode of representing or reproducing words in a visible form. To include electronic and technological methods for the representation of words.
 - i. **Request for Bid (RFB):** Shall mean the Solicitation, including any Addenda, distributed through the District's Platforms used to communicate District requirements to prospective Suppliers and to solicit Responses from them.
 - j. **Language:** The District has established for purposes of this solicitation that the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the District. A deviation is material if, in the District's sole discretion, the deficient response is not in substantial accord with this RFB's mandatory requirements. The words "should" or "may" are equivalent in this solicitation and indicate very desirable conditions or requirements but are permissive in nature.

- k. **Official Purchasing Time:** The Official Purchasing Time shall be that time reflected on the time stamp clock located in the main office at the District. This clock shall be used for all time deadlines related to District purchasing solicitations.
 - l. **Online Solicitation** - The District utilizes Online Solicitation Platforms at www.demandstar.com and on the District's website at www.inglewoodwater.com to post Solicitation opportunities and Solicitation Packages.
 - m. **Owner:** Shall refer to Englewood Water District, Florida.
 - n. **Platforms:** The District's Internet based online solicitation systems are identified as and located at www.demandstar.com (Provider) and on the District's website at www.inglewoodwater.com. The Platform is utilized by the District to post Solicitation packages and the Suppliers to view and download all public record documents related to the District's Online Solicitations.
 - o. **Pricing Sheet:** Also known as Schedule of Bid Items, this form is where Suppliers will provide their pricing response for the Solicitation.
 - p. **Purchase Order:** The District's document to a supplier formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, cost of items being purchased, delivery schedule, terms of payment, and transportation. For formal solicitations the Purchase Order will incorporate the Terms & Conditions of the solicitation.
 - q. **Responsible:** Refers to a Supplier that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for an award.
 - r. **Responsive:** Refers to a Suppliers Submittal Package or response when the Submittal Package conforms to the instructions and format specified in the Solicitation Package.
 - s. **Supplier:** A general reference to any entity responding to this solicitation and must be the party entering into the Contract with the District; also includes Supplier, contractor, company, respondent, vendor, etc.
 - t. **Solicitation:** See *Solicitation Package*.
 - u. **Solicitation Package:** Will mean the group or collection of information that constitutes the information detailing the solicitation requirements and requesting responses, bids, offers or submittals from eligible Suppliers. The information may be in the form of electronic documents, files and information contained in the Platforms. Solicitations may be in the form of a Request for Quote, Request for Bid, Request for Proposal, Request for Qualifications or Invitation to Negotiate. Also referred to as a Solicitation.
 - v. **Submittal Package:** The Submittal Package is defined as a Suppliers submittal or response to all Solicitation Package Requirements as stated in the Platforms. All areas requiring a response must be completed by the Supplier, failure to do so may result in the Suppliers Submittal Package being deemed non-responsive and not considered for award. Also known as Bid, Proposal, Offer, or Response.
- GP-23. **Disputes** - In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the Administrator shall be final and binding on both parties.
- GP-24. **District is Tax Exempt** - The District is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The District will provide a tax exemption certificate upon request. Contractors doing business with the District are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any contractor be authorized to use any of the District's Tax Exemptions in securing such materials.

- GP-25. **Eligibility** - It is the policy of the District to encourage full and open competition among all available qualified Suppliers. All Suppliers regularly engaged in the type of work specified in the solicitation are encouraged to submit responses. Eligibility requirements for contract award are:
- a. Have NO delinquent indebtedness to the District or other federal, state, or municipal agencies.
 - b. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation.
 - c. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract.
 - d. Be able to comply with the required or proposed delivery or performance schedule.
 - e. Have a satisfactory record of performance. Suppliers who are or have been deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.
 - f. Suppliers performing work for the District at the time responses to this solicitation are received may be deemed non-responsible and not considered for award of this solicitation should their current performance be rated as less than satisfactory by the District's designated representative. Previous award of work does not guarantee future award(s). The Suppliers must perform satisfactorily and professionally on all District work undertaken.
 - g. Have a satisfactory record of integrity and business ethics.
 - h. Be properly licensed by the appropriate regulatory agency for the work to be performed.
 - i. Not have any previous investigations where the Supplier was found at fault and penalized; or current investigations where disposition is pending by the regulatory agency responsible for licensing Contractors; and
 - j. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- GP-26. **Electronic Posting of Solicitation Package.** The District's official outlets for publication and posting of District solicitations are on the Demandstar Platform and the District's website. These Platforms are the only sites the District will post solicitation information, addendums, question & answer and contract related information. The District will not honor or verify information redistributed or reposted by other entities on other Internet sites. Suppliers relying on such 'second-hand' information will do so at their own risk and of no consequence to the District.
- GP-27. **E-Verify** – The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The District shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

- GP-28. **Execution of Contract** - The Supplier to whom the District intends to award a Contract will be required to execute a Contract document within **ten (10) days** from the date of the Notice of Award or earlier and deliver such executed instruments electronically to the District's Purchasing Division.
- GP-29. **Electronic File Formats** - All electronic files submitted in response to a Solicitation must be in a common format accessible by software programs the District uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Suppliers will not secure, password protect or lock uploaded files; the District must be able to open and view the contents of the file. Suppliers will not disable or restrict the ability of the District to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The District may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.
- GP-30. **Exceptions to Terms and Conditions** - If the Supplier desires to take exception(s) to any portion of the terms and conditions of this solicitation, the exception(s) must be taken during the question and answer period. Exceptions noted within the solicitation submittal will cause the solicitation to be deemed non-responsive.
- GP-31. **Governing Law/Jurisdiction** - The interpretation, effect, and validity of any Contract(s) resulting from this Solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Sarasota County, Florida, in the event that a suit is brought for the enforcement of any term of the contract(s) or otherwise relating to any contract(s) or these Instructions to Suppliers and General Conditions, and any addenda.
- GP-32. **Grant Funding** – In the event any part of the Contract is to be funded by federal, state, or other local agency monies, the Contractor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The Contractor is advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements. Specific Grant Funding Requirements will be detailed in the Solicitation Package when applicable.
- GP-33. **Insurance Requirements** – The Contractor will be required to supply, at their cost, insurance coverage in form and amount as required by the District, as outlined in the Solicitation Package.
- GP-34. **Mistakes In Submittal Package**
- a. Correction of mistakes or withdrawal of a submittal package after the established due date and time will not be allowed.
 - b. Mistakes Where Intended Correct Price is Not Evident - If within twenty four (24) hours after submittal packages are opened, any Supplier files a duly signed written notice with the District, through the office of the Procurement Manager, and within five (5) calendar days thereafter demonstrates to the satisfaction of the District, by clear and convincing evidence, that there was a material and substantial clerical mistake in the preparation of the submittal package or that the mistake is clearly evident in the solicitation package but the intended correct submittal package is not similarly evident, then the Procurement Manager may reject their submittal package response. Thereafter, the Supplier will be disqualified from further participating on the subject contract.

- c. Mistakes Where Intended Correct Response Is Evident - If the mistake and the intended correct price are clearly evident in the submittal package, the response shall be corrected to the intended correct response. Examples of mistakes that may be clearly evident in the submittal package are errors in extending unit prices, mistakes in totaling line-item extended prices to the total price, and arithmetic errors. Mistakes in unit prices **WILL NOT** be corrected.
- d. Unit prices shall prevail in the event of an error in the Supplier's Submittal Package.
- e. Minor Informalities - Minor informalities are matters of form rather than material substance from the solicitation, or non-material mistakes that can be waived or corrected without prejudice to other responding suppliers. Material substance is defined as any portion of a Supplier's response that materially affects the submittal package, which includes but is not limited to, the effect on price, quantity, quality, manufacturer, product, delivery, or contractual conditions and shall not be considered a minor informality.

GP-35. **Modification of Contract** – Any Contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of an amendment, modification to the Contract, or change order as appropriate. This presumes the modification itself follows all applicable District procedures.

GP-36. **No Bid** - A respondent who is on the solicitation notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the District by e- mail to bwheaton@englewoodwater.com.

GP-37. **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 vendor 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.

GP-38. **Performance Evaluation** - At the end of the Contract, the receiving department may evaluate the Contractors performance. This evaluation will become a public record.

GP-39. **Proprietary Or Confidential Information:** Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

GP-40. **Protests** - Protests can only be made by Interested Parties. Protests must be submitted in writing to the Purchasing Manager at bwheaton@englewoodwater.com, no later than three (3) business days after the day the Notice of Recommendation to Award is published and distributed. Protests submitted by electronic mail are acceptable. The written protest must specifically state the reason for the protest and exactly what is being protested. Protests received after the deadline will not be considered. The Purchasing Manager will respond to protests no later than seven (7) business days from the day it is received. In case of a protest the determination and decision of the District's Administrator shall be final.

- GP-41. **Public Entity Crimes** - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.
- GP-42. **Public Records Law** - The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all responses to this solicitation including FSS 119.071(1)(b).
- a. FSS 119.071(1)(b) - General exemptions from inspection or copying public records. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. If an agency rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the agency concurrently provides notice of its intent to reissue the invitation to bid or request for proposals, the rejected bids or proposals remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) concerning the reissued invitation to bid or request for proposals or until the agency withdraws the reissued invitation to bid or request for proposals. This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2011, unless reviewed and saved from repeal through reenactment by the Legislature. The District shall disclose information in accordance with the applicable public records law.
- GP-43. **Qualifications of Respondents** - The District reserves the right before awarding the contract, to require the Supplier to submit such evidence of his qualifications and experience as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.
- a. The Supplier is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Supplier will in no way relieve him of responsibility.
- b. Any Supplier may be required to show to the complete satisfaction of the District that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- c. Suppliers must possess any and all required licenses to perform and complete the work necessary in this project. The Supplier must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.
- GP-44. **Quantities** - The District reserves the right to adjust quantities stated in this solicitation. Available funding versus prices bid may affect actual quantities ordered. The District may choose to increase or decrease quantities stated in the documents depending on the circumstance. The District is not obligated to place any order for a given amount subsequent to the award of this Solicitation. The District may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit

entities utilizing this contract. In no event shall the District be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

- GP-45. **Questions and Answers** - All answers to questions of substance will be publicly published in the form of an addendum on the District's online Platforms. Suppliers are required to review all questions and answers within the solicitation. Questions and answers are as authoritative as any information issued in a formalized addendum and incorporated into the Solicitation or any Contract resulting from this Solicitation.
- GP-46. **Release of Liens** – The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the District, certifying that all payrolls, material bills, and her indebtedness incurred by the Contractor in connection with this project have been paid in full.
- GP-47. **Responsibility of Supplier to Inform Himself as to All Conditions Relating to Project** - The respondent, by and through the submission of his Response, agrees that he shall be held responsible for having examined the site, the location and/or route of all proposed work and for having satisfied himself as to the character of such location and/or route of surface and underground obstructions, the nature of the ground and water table conditions and all other physical characteristics of the job, in order that he may include in the prices which he proposes, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.
- GP-48. **Responsiveness (Solicitation Responses)** - Responses shall conform in all material respects to the solicitation in order to be considered for award. Any response which fails to conform to the solicitation's essential requirements may be rejected. An effective solicitation response will be submitted formatted to the solicitation specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The Submittal Package must demonstrate to the District that the respondent is highly qualified with regard to each requirement in the solicitation.
- GP-49. **Right to Accept or Reject Submittals** - Submittals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the District.
- a. The District does not bind itself to accept the lowest price for the minimum specifications stated herein but reserves the right to accept any response which in the judgment of the District will best serve the needs and interests of the District.
 - b. If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Supplier having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the District as available to fund the work under the contract; the contract may be awarded to that Supplier.
 - c. If such lowest Cost exceeds the available funding for the work, the District may reject all Responses or may award the contract to the lowest Cost Response less such deductible alternates or schedules of work which are listed in the Response, as produces a net amount which is within the available funds.

26. Scrutinized Companies

- a. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the District, every person or entity shall certify on a form provided by the District, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

- b. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the District, every person or entity shall certify on a form provided the District, that all of the following are true:
 - i. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
 - ii. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
 - iii. It is not engaged in business operations in Cuba or Syria.
- c. PENALTY:
 - i. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the District may terminate the Contract.
 - ii. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - iii. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the District for three (3) years after the date the District determined that a false certification has been submitted.

GP-50. **Solicitation Opening** - All Responses that have been received in a timely manner will be opened in a Public Meeting in accordance with Chapter 255.0518 Florida Statute. The time of the opening will be shortly after the deadline for responses to be submitted. The names of the Suppliers submitting Responses will be read aloud and recorded with the prices (if applicable) for each of the base price items.

GP-51. **State Registration Requirements** - Any corporation submitting a Submittal Package in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).

GP-52. **State Professional Licenses** - The Supplier shall hold all required Professional Licenses as issued by the State of Florida Department of Business and Professional Regulation at the time their Response is submitted and maintain said licenses for the duration of a Contract if awarded.

GP-53. **Subcontractors**

- a. **Subcontractors Listing** - A form in the Solicitation Package requests suppliers to submit their list of subcontractors to be used for performance of construction services under an awarded Agreement. Suppliers shall provide names of subcontractors they have committed for the Contract. Not listing sufficient subcontractors to perform each trade or not indicating a trade or trades will be self-performed may be grounds for deeming the submittal response non-responsive and not considering the supplier for award. **SUPPLIERS MUST LIST THEIR SUB-CONTRACTORS.**

b. **Subcontracting** - Unless otherwise specified in this solicitation or Contract Documents, the Supplier shall not change subcontractors from those listed on their Subcontractor Listing form provided in advance of the Notice to Proceed being issued. Changes to Subcontractors may only be made following Supplier submitting a revised Subcontractor Listing and written approval by the District of the requested change in the subcontractor(s).

GP-54. **Sworn Statement, Compliance with Florida Trench Safety Act** – 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 separate line items of the bid.

GP-55. **Truth-In-Negotiations Certificate** – If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The District shall exercise its rights under this “Certificate” within one (1) year following payment.

GP-56. **Unauthorized Alien Workers** – The District will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The District shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the District.

GP-57. **Withdrawal of Response** - Any response to this solicitation may be withdrawn **prior** to the due date and time specified in the solicitation package or as revised by an addendum. After submittals have been opened, no response may be withdrawn by a Supplier.

[End of Section]

SECTION 2 SPECIAL PROVISIONS

SP-1. **INTENT/PURPOSE:** The purpose of this project is to obtain a competent, experienced and responsible Contractor to construct the project in accordance with the plans and specifications, in an expeditious manner that reasonably protects the public and adjacent property from the construction of the project.

The Contract Documents comprise the entire agreement between the District and Contractor concerning the work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the project. The work specified herein shall consist of furnishing all supervision, labor, equipment, material and any incidentals required for the successful completion of all work as specified herein. All work shall conform to the limits as specified and shown and be in conformance with the appropriate Technical Specifications contained herein.

The plans, technical specifications, and other documents provided are intended to provide the Contractor with known conditions of the existing site and proposed work area. The Contractor is responsible for conducting any and all investigation, survey, or other activities required to fully understand the existing site and conditions that will be encountered during the project, and on which their bid will be based. Additional investigations may be necessary for the purposes of carrying out the construction project. The District will not consider or approve any claim for additional time or monetary compensation submitted by the Contractor caused by unknown site conditions or a failure by the Contractor to fully investigate and understand the full extent and nature of the work. This includes, but is not limited to, existing utilities as well as subsurface conditions.

SP-2. **PROCUREMENT TIMETABLE / EVENTS**

EVENT NAME	DATE & TIME*
Solicitation issued/published	May 4, 2023
Pre-bid conference / site visit	May 12, 2023 at 9:00 a.m.
Question & Answer Deadline	June 7, 2023 by 4:00 p.m.
Bid Responses due no later than	June 21, 2023 by 2:15 p.m.

* All Times are Eastern Time

Events as well as dates and times may be revised through the issuance of an addendum to the solicitation.

SP-3. A **“NON-MANDATORY”** pre-bid meeting/site visit will be held on:

Date/Time: As reflected in the Procurement Timetable

Location: Board Room
Englewood Water District
201 Selma Ave
Englewood, FL 34223

This is the only scheduled time contractors, and their subcontractors can visit, inspect conditions, and take measurements.

Bidders are advised to bring this solicitation document to the conference, as additional copies may not be available. Also, attendees should have equipment needed for measuring, as this may be their only opportunity.

No questions will be taken at the pre-bid meeting/site visit. Contractors must submit all questions in the form of an email to Purchasing Manager, Bee Ling Wheaton at bwheaton@englewoodwater.com, by the Question & Answer deadline in the procurement timetable.

Prior to submitting a bid, it is advisable the Contractor visit the site(s) of the projected work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The Contractor is also advised to carefully examine the specifications and to become thoroughly aware of any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. For any additional information regarding the specifications and requirements of this bid contact the designated procurement representative.

SP-4. **QUALIFICATIONS/REFERENCES:** Contractor shall submit a minimum of three (3) recent within the past five (5) years, references of projects of similar size and scope.

- Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date.
- The Contractor/Subcontractor qualification requirements include the following criteria:
- Successful completion of utility pipeline installations, existing plant/utility site improvements, electrical instrumentation or similar project.

The District reserves the right to contact references. Bidder is referred to MINIMUM QUALIFICATIONS AND REFERENCE FORM included later herein. Please provide accurate telephone and e-mail address for contact person.

SP-5. **LICENSES:** The Contractor submitting a bid must hold at least one of the following licenses:

- State of Florida Certified General Contractor (CGC), or
- Registered* Registered General Contractor (RG)
- State of Florida Certified Building Contractor (CBC)
- Registered* Registered Building Contractor (RB)

The Contractor shall obtain and pay for all licenses required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the District or the Contractor for failure to obtain required licenses shall be borne by the Contractor.

The Contractor and subcontractors must hold the necessary valid license for the type of work to be performed for the full duration of the project. Allowing the license to lapse at any time during the project will be cause for the contract to be terminated for cause. The license must be effective at the time their bid is submitted.

Licenses will be verified through the Florida Department of Professional Regulation website (myfloridalicense.com).

SP-6. **BID OPENING:** This project is considered a Construction Project. All bids that have been received in a timely manner will be opened in a Public Meeting in accordance with Chapter 255.0518 Florida Statute. The names of the bidders submitting bids will be read aloud and recorded with the bid amounts for each of the base bid items. The bids will be available for inspection in the Purchasing Division during normal business hours.

SP-7. **BID RESPONSE GUARANTEE:** A bid bond executed by a surety acceptable to the Owner for not less than five percent (5%) of the amount of the base bid, made payable to the Englewood Water District, shall accompany each Bid Response as guarantee the Bidder will, if awarded the contract, promptly enter into an agreement to do the work and furnish the required Performance and Payment Bonds.

Liquidated Damages for Failure to Enter into Contract - The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within 10 calendar days after receipt of notice of award, shall forfeit to the District, as liquidated damages for such failure or refusal, the security deposited with the bid.

SP-8. **RETURN OF BID RESPONSE GUARANTEES:** As soon as the Bid Responses have been evaluated, the District may, at its discretion, return or release the guaranteed deposits accompanying such Bid Responses, as in its judgment, would not likely be considered in making the award. All other Bid Response guarantees will be held until the contract and bond have been executed, after which any sums of money representing security deposits will be returned to the respective Bidders whose Bid Responses they accompanied. Bonds will not be returned unless requested.

SP-9. **GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT:** Performance and Payment Bonds, written by a Surety firm satisfactory to the District which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that he will deliver a complete project under his Contract in strict accordance with the Contract Documents and that he will pay promptly all persons supplying him with labor or materials for the work.

The Performance and Payment Bonds shall each be for an amount not less than the Total Contract Price as agreed to by both parties. The cost of this bond shall be included in the price bid in the Bid Response.

These bonds shall be substantially in the form provided herein and written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and meet the following requirements:

The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.

Bonding Limit - Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy holders' surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide. The completed Bond shall be executed in four (4) counterparts and delivered to the District with the required Power-of-Attorney and executed contract.

SP-10. **POWER OF ATTORNEY:** Attorneys-in-Fact, who sign Bid Bonds and Performance or Payment Bonds, must file with such bonds a certified copy of their power of attorney to sign such bonds.

SP-11. **CONSTRUCTION PERMITS** – The Contractor shall obtain and pay for all permits and inspection fees required. Permits and Inspection fees will not be included in the bid price but instead will be reimbursed at cost by the District, for this project and shall comply with all laws, ordinances, regulations and building code

requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the District or the Contractor for failure to obtain required permits, inspection fees, or inspections shall be borne by the Contractor.

The Contractor shall apply for and obtain the building permits from Sarasota County and schedule and obtain final approval from the building inspectors.

Additional or re-inspection fees shall be paid by the Contractor. Permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

The Contractor shall request approval from the District's Project Manager before applying for a construction dewatering permit with Southwest Florida Water Management District. The Contractor shall apply and pay for all fees associated with obtaining FDEP's construction dewatering permits, which will be reimbursed by the District at cost.

SP-12. **METHOD OF PAYMENT:** All invoices or applications for payment will contain the purchase order number. Failure to submit invoices in the prescribed manner will delay payment. The project is considered a construction project and retainage may be withheld according to State of Florida Statute. All payment applications will be processed and paid in accordance with *Florida Statute 218.735 – Timely payment for purchases of construction services*. The District is using an agent (Engineer of Record) to approve the payment request. Therefore, payments will be processed in accordance with *Florida Statute 218.735(1)(a)*.

SP-13. **PERFORMANCE PERIOD:** The work will be substantially complete within **210** calendar days with final completion within **30** calendar days after attaining Substantial Completion as established by the District. The date for Final Completion of the Project shall be established as **240** calendar days after Notice to Proceed.

The Contractor shall furnish copies of the Construction Schedule to the District when requested to perform the work as outlined in the Bid Form. The District will notify the Contractor of such as needed work and the Contractor will provide a Construction Schedule to the District within thirty (30) days of the District's notification, or at the Pre-Construction meeting. A project update meeting will be held monthly, or as required during contract.

Performance and Payment Bond: The awarded Contractor shall furnish a certified recorded copy from Sarasota County Clerk's Office of the Performance and Payment Bond in the amount of 100% of the total project price within ten (10) calendar days after notification of award to the Purchasing Department. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and a certified copy of the Bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting or earlier.

SP-14. **FAILURE TO COMPLETE THE WORK ON TIME/LIQUIDATED DAMAGES:** The Contractor shall consider all contingent work which has to be done by other parties arising from any cause whatsoever and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, Contractor shall pay to the District liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day, which District is hereby authorized to deduct from the final draw before paying any remaining amount to Contractor. The parties agree that it would be impossible or

extremely difficult to compute the actual damages suffered by the District due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the District would suffer, and therefore does not constitute a penalty or forfeiture. Contractor acknowledges that this provision is material to the District and that the Owner would not have entered into this Contract but for this provision and that as a result of the District's reliance on this provision, the Contractor shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

Nothing shall be construed as limiting the right of the District to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the Contractor to abide by each and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the District.

- SP-15. **METHOD OF AWARD:** To a single Bidder in the aggregate. Recommendation of Award will be to the responsible bidder submitting the lowest responsive bid and holding the necessary licenses, certifications and experience. Determination of low bid amount will be made using the total bid for the Base Bid Items only and will not consider additional contract items.
- SP-16. **QUANTITIES:** Measurements and quantities which may be given are estimates only, given for informational purposes. Bidders are encouraged to visit the sites to verify measurements and quantities.
- The District reserves the right to alter the quantities of work to be performed at any time when necessary and the Contractor shall perform the work as altered, increased or decreased. Payment for such altered increased or decreased quantity will result in an Equitable Adjustment for changed work. Equitable Adjustments can result in price increases for the Contractor for increased work, or price reductions for the District for reduced work. No allowance will be made for any change in anticipated profits, nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.
- SP-17. **CONTRACT:** The District intends to execute a Firm-Fixed Price Construction Services Agreement prepared by the District with the awarded company as a result of this solicitation.
- SP-18. **TERM OF CONTRACT:** Upon Completion - The performance period under this contract shall commence upon the date of the Notice To Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the District's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.
- SP-19. **WORK HOURS:** The Contractor shall conduct work between 7:00 A.M. and 4:30 P.M. Monday through Friday, which is defined as regular work hours. The Contractor shall not conduct work on Saturdays, Sundays, legal holidays or holidays observed by the District. Work conducted outside of the regular work hours and days shall be permitted only with written permission from the District. Any additional cost incurred by the District and/or the Engineer of Record for work outside these hours will be paid by the Contractor.
- SP-20. **OWNER SUPPLIED EQUIPMENT:** The District is providing Owner Purchased Equipment ("Owner Equipment") to be incorporated into the Project by the Contractor. The Contractor will take reasonable care to protect equipment from damage once it arrives on the Project site. The Contractor will take proper and

reasonable care while installing and commissioning Owner Equipment to not cause damage to the Owner Equipment.

SP-21. **WARRANTY:** Contractor's material and workmanship is warranted for a period of one (1) year from acceptance by the District. District shall notify Contractor of any defects in material or workmanship. Contractor shall coordinate with District any warranted repairs.

[End of Section]

SECTION 3 SUPPLEMENTAL PROVISIONS – CONSTRUCTION

- SPC-1. **COORDINATION OF THE SPECIFICATIONS** – Where conflicts between the Instructions to Suppliers and General Provisions, Special Provisions, Supplemental Provisions for Construction, Technical Specifications and Construction Plans, addenda, contract, forms, references, should they exist, it is the responsibility of the bidder to bring those conflicts to the attention of the Designated Procurement Representative prior to the bid date. After bids have been received, the contractor will be held to the most stringent requirement.
- SPC-2. **ERRORS OR OMISSIONS IN PERMITS, PLANS OR SPECIFICATIONS** – The Bidder shall take no advantage of any apparent error or omission, which may be discovered in the Permits, Plans or Specifications but shall forthwith notify the District Representative of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.
- SPC-3. **BRAND NAMES** – Brand names, used in the technical specifications, are intended to denote the standard of quality codes and performance required of the material or product. The term “equal” or “equivalent”, when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the District’s Engineer of Record, as the material or product so specified. The District’s Engineer of Record must approve proposed equal items before they are purchased or incorporated in the Work.
- SPC-4. **CONTRACTOR'S UNDERSTANDING** – Contractor has visited the site, has called for utility locates and has familiarized itself with the nature and locations of the work, both on and off premises, both underground and above ground, 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; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of this contract, shall affect or modify any of the terms or obligations contained herein.
- SPC-5. **CODES AND LAWS** – The Contractor shall comply with all Federal, State, Local Laws and Ordinances that affect the Contract in any way.
- SPC-6. **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.
- SPC-7. **SALES TAX** – The Contractor is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s).
- SPC-8. **CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS** – It is the duty of the Contractor to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly

shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time, then Contractor shall notify District in accordance with the Agreement.

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, Engineer will not show partiality to District or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as permitted by the Agreement.) will be a condition precedent to any exercise by District or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

SPC-9. **CONFLICTS WITHIN THE SOLICITATION** – Where there appears to be a conflict between different areas or sections of the Solicitation the order of precedence will be:

1. Last addendum issued.
2. Schedule of Bid Items
3. Scope of Work
4. Special Provisions
5. Instructions to Bidder & General Provisions

Where there are Professional Drawings or Technical Specifications/Project Manual the order of precedence will be:

1. Last Addendum Issued
2. Technical Specifications
3. Professional Drawings
4. Schedule of Bid Items

5. Scope of Work
6. Special Provisions
7. Supplemental Provisions - Construction
8. Instruction to Bidders & General Provisions

In addition, in the case of a conflict between any term or provision contained in Contract Documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent or specific shall govern and apply.

SPC-10. **NOTICE TO PROCEED:** After award of the project, a Notice to Proceed shall be issued. Upon receipt of Notice to Proceed, successful Contractor shall acknowledge receipt of same by either fax or email and shall commence prosecution of the work so that the agreed upon project completion date will be satisfied.

SPC-11. **PRE-CONSTRUCTION MEETING** – The District shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and Contractor shall attend this mandatory meeting. The following items shall be completed:

1. Submission of list of Subcontractors, Schedule of Values, Progress Schedule and Submittal Schedule;
2. Designation of Personnel representing the parties in Contract, and the Engineer;
3. Use of premises by District and the Contractor;
4. Survey layout and scheduling;
5. Security and housekeeping procedures;
6. Requirements for start-up of equipment; and
7. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by the Contractor, Engineer and others as appropriate will be held to finalize the schedules submitted by Contractor. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

SPC-12. **MATERIALS AND EQUIPMENT SCHEDULES** – As soon as practicable and before any material or equipment is purchased, the Contractor will submit to the District for approval a complete list, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams, drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the District for items not specified shall be obtained before they may be used.

SPC-13. **MOBILIZATION** – Mobilization may not start until the pre-construction meeting has taken place.

- SPC-14. **AVAILABILITY OF LANDS** – Work is planned to occur within rights of way or existing utility easements. The Contractor will be held responsible for obtaining right of way (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.
- SPC-15. **DEWATERING** – The Contractor shall request approval from the District’s Project Manager before applying for a permit from the Southwest Florida Water Management District. The Contractor shall apply and pay for all fees associated with obtaining FDEP’s construction dewatering permits. The District will reimburse the Contractor for the fees at actual cost with no markup. The Contractor shall also provide all materials and equipment to comply with the permit requirements at no additional cost to the District.
- Should a line item in the schedule of bid items for dewatering not be provided, and dewatering is necessary, the District will require detailed pricing for the additional dewatering expense to support the Change Order. The District reserves the right to negotiate the dewatering expense.
- SPC-16. **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. Permit fee will be reimbursed at actual cost with no markup by the District.
- SPC-17. **ROAD/LANE CLOSURE** – No road closures are allowed without the proper approval and permit 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.
- SPC-18. **TEMPORARY TRAFFIC CONTROL (TTC)** – The Contractor is responsible for providing Temporary Traffic Control and all costs associated with the TTC. All TTC must be in accordance with applicable government regulations related to TTC. Should the Contractor be working without the appropriate TTC the District may immediately suspend all work as an unsafe working condition. Any time lost to a shutdown due to lack of TTC will not be allowed to be added to the performance period.
- SPC-19. **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.
- SPC-20. **BURNING OF DEBRIS** – For any areas where the burning of debris is permitted, the Contractor will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted, he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.
- SPC-21. **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 or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

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.

SPC-22. **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 Right-of-Way shall be secured by the Contractor prior to actual beginning of work. The Contractor shall, at his cost, remove all temporary protection from the work site upon completion of the work.

SPC-23. **TOOLS, PLANT AND EQUIPMENT** – If any time before the commencement or during the progress of the work, tools, plant or equipment appears 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. The Engineer will provide written notification to the Contractor of District's quality and/or schedule concerns. The Contractor will respond in writing within 5 business days of receiving the District's notice and will propose remedial actions to address the quality and/or schedule concerns.

SPC-24. **COOPERATION WITH UTILITIES** – The Contractor shall notify all utility owner(s) affected by the construction prior to beginning work. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor. Protection of utilities shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

NOTE: The Contractor is to include within his bid prices, the costs to protect, and/or support, all above ground, overhead and underground utilities, which may be in conflict with the construction of this proposed project.

Attention is called to the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute. This act provides for a "One Call Toll Free" telephone number to be used by all parties doing excavation, demolition or other underground construction.

SPC-25. **PHYSICAL CONDITIONS**

- A. Exploration and Reports: Reference is made in the Special Conditions 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.
- B. 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, a Change Order shall be issued incorporating the necessary revisions.

SPC-26. **DETAIL DRAWINGS AND INSTRUCTIONS** – The District will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

SPC-27. **OWNERSHIP OF DRAWINGS** – All drawings, specifications and copies thereof furnished by the District are the property of the District. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the District, at the request of the District upon the completion of the work.

SPC-28. **CONNECTION TO EXISTING POTABLE WATER AND WASTEWATER FORCE MAIN(S) (IF APPLICABLE)** – The connections to the existing potable water and wastewater force mains shall be paid at the contract bid price per each which shall include the cost of connection, satisfactory coordination of utility construction, labor, material, equipment and all other associated appurtenances required to complete the project in accordance with the Contract Documents. Tie-ins to existing main(s) shall be coordinated with District.

It will be the express responsibility of the Contractor to connect his Work to each part of the existing work or of work previously installed as required by the Drawings and Specifications to provide a complete installation.

Connections/modifications to existing piping requires coordination with District staff. The Contractor shall not operate any existing valves.

SPC-29. **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.

SPC-30. **DISTRICT'S RIGHT-OF-WAY 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 District. The Contractor shall be responsible for restoration of items including but not limited to existing structures, stabilized roads, and ground areas damaged during construction.

During installation of new utilities, the Contractor shall maintain an undisturbed existing buffer strip of ground cover measuring a minimum of one foot (1') in width from the edge-of- pavement (EOP) to minimize potential erosion along the pavement edge. The Contractor shall be responsible for all costs to restore this buffer strip if disturbed during construction.

SPC-31. **DISTRICT'S STATUS** – The District shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The District shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications. The District has the authority as follows:

- a. To stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.
- b. To reject all work which does not conform to the Contract.

- c. To resolve questions which arise in the execution of the work.
- d. To stop work whenever materials or shop drawings have not been approved prior to placement.

No additional time or compensation will be added to the Contract when stopping the work for the above listed reasons.

SPC-32. **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.

SPC-33. **AUTHORITY AND DUTIES OF DISTRICT'S INSPECTORS:** The District may inspect or may authorize a designee for inspection. Inspectors shall be authorized to inspect all work done and all materials furnished. They shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Technical Specifications and Contract. The presence of the Inspector shall in no way lessen the responsibility of the Contractor.

SPC-34. **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 Technical 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.

SPC-35. **MAINTENANCE OF SERVICE**

- A. Unless noted otherwise on the plans, the operation of the existing water, reclaimed water, or wastewater facility on each of the respective locations shall remain in service until the transfer of service has been completed. The Contractor, shall, prior to interrupting any utility service (water, sewer, etc.) for the purpose of making cut-ins to the existing lines or for any other purposes, contact the District and plan for the interruption which will be satisfactory to the District. Maintenance of the service is considered incidental to the work and shall be done at no additional cost to the District.
- B. Utility lines that are damaged during construction shall be repaired by the Contractor and service restored within 4 hours of the breakage. The District retains the option of repairing any damage to utility pipes in order to expedite service to the customers. The Contractor will remain responsible for all costs associated with the repairs.

SPC-36. **MANUFACTURER'S LITERATURE** – Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

SPC-37. **REFERENCE TO OTHER SPECIFICATIONS** – Where reference is made to specifications such as ASTM, AWWA or AASHTO, the latest edition shall be used.

- SPC-38. **NOTIFICATIONS OF 48 HOURS** – Wherever the technical specifications or plans indicate a minimum of 48 hours’ notice to Owner/District or Engineer, this special provision shall prevail dictating a minimum of three (3) business days’ notice to Owner/District or Engineer.
- SPC-39. **PROGRESS MEETING** – For this project, Progress Meetings shall be monthly, or as requested by the Contractor or the District. The Contractor shall designate a representative to attend Progress Meetings held at the Englewood Water District, 201 Selma Ave, Englewood, Florida, or an alternate location as advised by the District. The Contractor shall submit, at each meeting, up-to-date schedule information, a written projected schedule for the next two weeks, written claims for additional compensation, written claims for weather days to extend the Contract, results of all testing and Value Engineering Proposals. The District will use the updated schedule information to monitor the Contractor’s production rate. Upon written notice from the District, the Contractor shall dedicate additional resources to increase the production rate such that the Contractor will be back on schedule. Failure to comply with the approved Construction Schedule shall result in the Contractor being considered in default and subject to suspension of this Contract. Contractor may request progress meetings be on a different schedule than bi-weekly provided the District can confirm work is proceeding expeditiously. District may require a return to bi-weekly progress meetings at any time.
- SPC-40. **SAFETY, PROTECTION, DAMAGES AND RESTORATION** - The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the District’s property from injury or loss arising in connection with this contract. The Contractor shall at all times protect all public and privately owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the Contractor except such as may be directly due to errors in the contract documents or caused by the agents or employees of the District.
- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. All employees on the work and other persons or organizations who may be affected thereby.
 - 2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site.
 - B. 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 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.
 - C. No open excavations are allowed on the project. 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.
 - D. 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.
 - E. 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.

- F. 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 bid price, and no additional payment will be made therefore. 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.

SPC-41. PUBLIC NUISANCE:

- A. The Contractor shall not create a public nuisance including, but not limited to encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.
- B. Sound levels shall not exceed 45 dBA from 8 p.m. to 8 a.m. or 55 dBA from 8 a.m. to 8 p.m. Sound levels shall be measured at the exterior wall of the nearest residence. Levels of the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values may be sufficient cause to have the work halted until equipment can be quieted to these levels. A work stoppage by the District for excessive noise shall not relieve the Contractor of the other portions of this specification including but not limited to completion dates and bid amounts.
- C. No extra charge may be made for time lost due to the work stoppage resulting from the creation of a public nuisance.

SPC-42. PRIVATE PROPERTY – The Contractor shall not occupy private land outside of any easements or rights of way 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 will 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, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the District.

Any areas, outside of the rights-of-way 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. The District shall not release retainage to the Contractor until such time as the approvals are submitted by the Contractor.

SPC-43. 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 by the

District, but normally the Contractor will have more detailed information on the actual scheduling of the work or corrective measures required. Therefore, the Contractor will provide a telephone number and email address where the District can fax or email inquiries. The Contractor shall respond to these inquiries within two (2) business days detailing how the inquiry will be addressed and the time frame the Contractor will take in addressing this inquiry. The District will maintain a log of inquiries, which will be reviewed at each progress meeting.

SPC-44. **MISCELLANEOUS ITEMS** – Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous items or accessory is an essential part, and shall be approved by the District’s Engineer of Record (EOR) before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

SPC-45. **STORAGE OF MATERIALS**

- A. 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.
- B. 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.
- C. 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.
- D. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by the Contractor at its expense.
- E. The District may at its discretion require material to be stored in an air-conditioned location.
- F. 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:
 1. 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.
 2. Evidence that proper storage security is provided.
 3. The District is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.
 4. The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases the District from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including District’s alleged negligence, regardless of whether the District has paid for said Stored Materials.

- G. 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.
- H. 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.
- I. 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.
- J. The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the District either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.
- K. 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.

SPC-46. PERIODIC CLEAN UP AND RESTORATION – During construction, the Contractor 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 site work 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 to facilitate drainage.

SPC-47. LABOR, MATERIALS AND EQUIPMENT – The Contractor will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

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

SPC-48. **MATERIALS, EQUIPMENT, PRODUCTS, AND SUBSTITUTIONS** – Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the Contractor. The Contractor shall submit to the District a list of proposed materials, equipment or products, together with such samples as may be necessary of him to determine their acceptability and obtain his approval. No request for payment for “or equal” equipment will be approved until this list has been received and approved by the District.

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered per Florida Administrative Code (FAC) Chapter 62-552.700. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents be reference to brand name or catalog number, and if, in the opinion of the District, such material, article, or piece of equipment is of equal substance and function to that specified, the District may approve its substitution and use by the Contractor. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

No substitute shall be ordered or installed without the advance written approval of the District who shall be the judge of equality.

Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alteration, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the Contractor.

No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work.

SPC-49. **POTABLE WATER AND WASTEWATER FORCE MAIN OVER-DEPTH AND PLACEMENT** – Potable water mains and wastewater force mains shall be installed with a minimum of thirty-six (36”) inches of cover over the pipe. Any required over-depth, whether shown on the plans or not, will be considered to be incidental to the main installation and no additional compensation will be made, therefore.

SPC-50. **RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES** – The existence and location of underground utilities indicated on the plans are not guaranteed and should be investigated and verified in the field by the Contractor before submitting a bid. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures from any damage resulting from said excavation. The

Contractor is to include within his line-item bid prices the costs to protect, support, relocate, or move (whether shown or not shown on the proposed project set of plans) all underground utilities, which may be in conflict with the construction of the proposed project.

SPC-51. **RECORD DRAWINGS** – The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Record Drawings shall list all equipment removed from existing facilities. These shall be available to the District, District’s Representative, District’s Engineer of Record, and to the State of Florida Department of Environmental Protection (FDEP) and shall be delivered by him to the District upon completion of the Project. It shall be used for this purpose only. Final payment will not be made until receipt and approval by the District of Record Drawings.

SPC-52. **AS-BUILT DRAWINGS CERTIFICATION** – 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."

SPC-53. **STORED MATERIALS** – Payment for stored materials will be made in accordance with Section 3.2 of the General Provisions.

SPC-54. **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.

SPC-55. **TRANSFER OF SERVICE** – When the District has accepted a proposed facility and placed it into operation, the transfer of service is complete. The Contractor may begin the work of removing the existing or temporary facilities.

SPC-56. **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.

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.

SPC-57. **INSPECTION OF WORK** – **The District may inspect or may authorize a Project Representative to be the Inspector** who 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 promptly made, and where practicable at the source of supply. 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.

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the Contractor. If such work is found in accordance with the contract documents, the District will pay the cost of re-examination and replacement. If such work is found not in accordance with the contract documents, the Contractor shall pay such cost.

The presence of the Inspector shall in no way lessen the responsibility of the Contractor.

SPC-58. **TESTS** – The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the Contractor furnish the source before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the Contractor of his responsibility to furnish satisfactory material. The Contractor shall furnish two copies of the manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the District. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the Contractor and should be included in the bid items as such.

SPC-59. **TESTING** – Any and all testing requirements born out of, but not limited to contract requirements and permits, for the installation of utility piping, including but not limited to, pressure testing, will be included in the Contractor's bid price. Testing shall include all utilities installed as part of the work of these Contract Documents. Testing will be arranged in advance with an independent testing firm (also included in the bid price) for the testing of concrete and compaction. The District requests to be notified three (3) business days in advance of any test in order to have a District representative and the Engineer of Record, if required, present. Where less time for notice is specified in the specifications or plans, this special provision shall prevail.

SPC-60. **SOURCES OF WATER FOR TESTING, CLEANING, AND OTHER CONSTRUCTION PURPOSES** –The Contractor is responsible for obtaining meter(s) and associated appurtenances and paying all appropriate fees/deposits. The Contractor shall not use any water until meter is installed. The actual water used will be provided at no cost to the Contractor by Utilities. Any fees/deposits due back to the Contractor will be returned after the project is completed and the meter is removed.

SPC-61. **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.

SPC-62. **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 FOR standards of performance expected 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.

SPC-63. **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.

SPC-64. **COORDINATION WITH UTILITY COMPANIES** – Contractor shall coordinate with all utility installations. The Contractor shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. The Contractor shall coordinate the installation of “sleeves” for the utility companies as may be required.

The Contractor shall supply the District with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies in sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

SPC-65. **COMPLETION OF THE PROJECT** – The Completion of the project shall be accomplished and finalized prior to submittal of the application for final payment by the Contractor. The District shall determine the date of completion for the project when at the minimum, the following are met as well as all other conditions defined in the Contract Documents:

- a. All punch list items have been addressed to the satisfaction of the District;
- b. All testing has been completed and results are satisfactory (including but not limited to Pipe Pressure Test, Concrete, and Compaction Tests);
- c. Record Drawing requirements have been accepted and approved by the District and all other governmental agencies, if applicable;
- d. All associated equipment and facilities necessary for the reliable operation of the project are complete in accordance with contract requirements; and,
- e. All releases of liens have been submitted and are satisfactory to the District, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

SPC-66. **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 Technical Specifications shall result in the Contractor being considered in default and subject to suspension of this contract.

SPC-67. **SUPERVISION** – Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractors' risk.

SPC-68. **CONSTRUCTION SUPERINTENDENT** – Contractor shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the District. The Construction Superintendent will be fluent in the English language. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The District reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the District in advance. All communications given to the superintendent shall be as binding as if given to the Contractor.

SPC-69. **WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY** – Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The Contractor must ensure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.

SPC-70. **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.

SPC-71. **ORDER OF COMPLETION** – The Contractor shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the Contractor proposes to carry on the work with dates on which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The District retains the right to dictate to the Contractor the order for completion of the work.

SPC-72. **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).

1. Submission of RFIs:
 - a. RFIs shall be prepared and submitted on a form provided by the District, or acceptable to the District.
 - b. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
 - c. Each RFI shall be given a discrete, consecutive number.
 - d. 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.
 - e. 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.
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.
 - a. Contractor shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
 - b. 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.
 - c. Contractor shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
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.

- a. 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 District's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the Contractor shall proceed.
 - b. If information included with this type of RFI by the Contractor is insufficient, the RFI will be returned unanswered.
4. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - a. Approval of submittals
 - b. Approval of substitutions
 - c. Changes that entail change in Contract Time and Contract Sum
 - d. Different methods of performing Work than those indicated in the Contract Drawings and Specifications
 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.
 6. RFI Log: Contractor shall prepare and maintain a log of RFIs, and at any time requested by the District's Representative, the Contractor shall furnish copies of the log showing all outstanding RFIs.
 7. Review Time: Architect/Engineer or District Representative (District) shall return RFIs to Contractor and within five (5) 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 five-calendar day response period.

SPC-73. SUBMITTAL REQUIREMENTS OF CONTRACTOR – After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

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.

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.

SPC-74. **CHANGES IN THE WORK** – Any Change in the Work will be documented in writing and approved by the District in writing. Additionally, changes that increase the cost of the work may need to be approved by the District's Board of Supervisors depending on the dollar value of the increased change order. No work may be performed prior to the change being approved by District.

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 at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be delivered in writing to the District and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments to the Contract Price shall be determined by the Engineer if the District and Contractor cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- i. where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved, or
- ii. by mutual acceptance of a lump sum, or
- iii. on the basis of the cost of the work plus a Contractor's fee for overhead and profit.

SPC-75. 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 will furnish all personnel and equipment and materials to conduct surveys as are necessary to determine the quantities of work performed.

The District will furnish environmental permits unless otherwise specified. The Contractor shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. 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.

SPC-76. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK – Engineer and Engineer's representatives, other representatives of District, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. The Contractor shall provide proper and safe conditions for such access.

Contractor shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing

required in connection with District's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by District (unless otherwise specified).

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to District and Contractor (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and District shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be *defective*, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefore as provided in Special Conditions.

If the Work is *defective*, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, District may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of District to stop the Work shall not give rise to any duty on the part of District to exercise this right for the benefit of Contractor or any other party.

If required by the Engineer, the Contractor shall promptly either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with *non-defective* Work. The Contractor shall bear all direct, indirect and consequential costs

of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

SPC-77. ACCEPTANCE OF DEFECTIVE WORK – CORRECTION OF DEFECTIVE WORK BY THE District - If, instead of requiring correction or removal and replacement of defective Work, District (and, prior to Engineer's recommendation of final payment) prefers to accept it, District may do so. Contractor shall bear all direct, indirect and consequential costs attributable to District's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and District shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, District may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to District.

If Contractor fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, District may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph District shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, District may exclude Contractor from all or part of the site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which District has paid Contractor but which are stored elsewhere. The Contractor shall allow the District, District's representatives, agents and employees such access to the site as may be necessary to enable District to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of District in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and District shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, District may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by District of District's rights and remedies hereunder.

SPC-78. 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.

SPC-79. DELAYS AND EXTENSION OF TIME – If the Contractor be delayed at any time, in the progress of the work by an act of neglect of the District or of his employees, or by any other contractor employed by the District or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Project

Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the District. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

SPC-80. **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.

SPC-81. **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.

SPC-82. **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.

SPC-83. **PROMPT PAYMENT** – It is the policy of the District that payment for all purchases by the District shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

SPC-84. **MEASUREMENT OF QUANTITIES** – The quantities of work performed will be computed by the District on the basis of measurements taken by the District or its assistants, and these measurements shall be final and binding. All work computed under the Contract shall be measured by the District according to the United States Standard Measurement and Weights. The District does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities.

The estimated quantities of work to be done and material to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the District prior to any work.

SPC-85. **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.

SPC-86. **APPLICATION FOR PAYMENT** – The Contractor shall submit to the District, at least 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 Contractor covering the work completed as of the date of the Application. Upon review and approval by the District and Engineer (if applicable).

The retained percentage (5%) amount with respect to the progress payments will be processed in accordance with Florida Statute 255.078 – Public Construction Retainage unless stated differently elsewhere in the Contract Documents.

Contractor shall, before any draw is issued, provide a sworn statement to District attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the District shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to Contractor, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the District shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The District shall not be required to issue progress payments pursuant to the draw schedule until the District has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon “completion” shall not be payable until the District, its Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the District.

SPC-87. **REVIEW OF APPLICATION FOR PROGRESS PAYMENT** – Engineer will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to District or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. Ten (10) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will become due and when due will be paid by District to Contractor.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to District, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by District or District to withhold payment to Contractor.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to District that the conditions precedent to Contractor's being entitled to final payment have been fulfilled.

The Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to District. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect District from loss.

District may refuse to make payment of the full amount recommended by Engineer because claims have been made against District on account of Contractor's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling District to a set-off against the amount recommended, but District must give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action.

SPC-88. **PAYMENTS WITHHELD** - 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:

- i. Defective work not remedied.
- ii. Claims filed or reasonable evidence indicating probable filing of claims.
- iii. Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
- iv. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
- v. Damage to another contractor.
- vi. Failure to maintain adequate progress.
- vii. 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.

SPC-89. **FINAL PAYMENT APPLICATION:** Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

Completion of Project closeout requirements.

- i. Completion of items specified for completion after Substantial Completion.
- ii. Assurance that unsettled claims will be settled.
- iii. Transmittal of required project construction records to District.
- iv. Final Clean Up as outlined in these Supplemental Conditions

Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with District and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or *defective*. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

After Contractor has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer

has indicated that the Work is acceptable (subject to the provisions under Waiver), Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to District) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by District, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which District or District's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to District to indemnify District against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to District for payment. Thereupon Engineer will give written notice to District and Contractor that the Work is acceptable subject to the provisions found under "Waiver". Otherwise, Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Thirty days after presentation to District of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by District to Contractor.

If, through no fault of Contractor, Final Completion of the Work is significantly delayed and if Engineer so confirms, District shall, upon receipt of Contractor's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by District for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

SPC-90. 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).

- SPC-91. **DAMAGES** - Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.
- SPC-92. **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.
- SPC-93. **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 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.
- SPC-94. **ACCEPTANCE OF FINISHED WORK** - The District shall make final 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.
- SPC-95. **FINAL CLEAN UP** - The Contractor shall complete all cleaning operations before requesting final inspection.
- The Contractor shall, as directed by the Project Representative, remove from the District's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operation.
- The Contractor shall remove temporary protection and facilities installed for protection of the work during construction.
- The Contractor shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The Contractor shall not burn waste materials. The Contractor will not discharge volatile, harmful or dangerous materials into drainage systems. The Contractor will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's property. The Contractor will arrange for the disposition of these materials as directed by the District.
- The Contractor shall rake the grounds that are neither paved nor planted to a smooth, even-textured surface.
- SPC-96. **TREES** - It shall be the responsibility of the Contractor to protect all trees within the limits of the work and as designated by the Project Representative.
- SPC-97. **GUARANTY** - Contractor warrants and guarantees to District that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled 'Inspections, Correction, Removal Of Defective Work'.

All equipment, materials and installation and workmanship furnished by the Contractor under the terms of the Contract, shall be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of one (1) years or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the District, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the District, by the Contractor or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the District, provided however, that where any item or equipment or material comes with a manufacturer's warranty of one year or longer, that warranty shall take precedence over the warranty of Contractor hereunder.

SPC-98. **ROYALTIES AND PATENTS** – There may be a design, device, material or process included in these plans 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.

SPC-99. **INDEMNITY** – The Contractor agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the District and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the District and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of Contractor's duties under the Contract, or through the negligence of the Contractor in the performance of its duties under this Contract, or through any act or omission on the part of the Contractor, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless an District and Engineer shall be limited to an obligation to indemnify and hold harmless the District and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

SPC-100. **ASSIGNMENT** – Neither party to the contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor will the Contractor assign any moneys due, or to become due to him hereunder, without the previous written consent of an authorized representative of the District.

SPC-101. **RIGHTS OF VARIOUS INTERESTS** – Wherever work being done by the District's forces, or by the other contractors, is contiguous to work covered by this contract, the respective rights of the various interests

involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

SPC-102. **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.

SPC-103. **LANDS FOR WORK** – The District will provide the lands upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same.

SPC-104. **ACCESS TO RECORDS** – The District, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the Contractor that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

SPC-105. **EXECUTION, CORRELATION AND INTENT OF DOCUMENTS** – The Agreement shall be signed in quadruplicate by the District and the Contractor. The Contract Documents comprise the entire agreement between District and Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of District, Contractor or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any

duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, Contractor shall not be liable to District or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.

SPC-106. 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 other-wise). 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.

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.

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.

SPC-107. SAFETY AND PRECAUTION – Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- i. all employees on the Work and other persons and organizations who may be affected thereby.
- ii. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- iii. 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. 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.

SPC-108. **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 immediately by telephone or messenger 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.

SPC-109. **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.

SPC-110. **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-builts, 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.

Not less than two percent (2%) of the contract price shall be retained until correct record drawings/as-built drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

SPC-111. **PHYSICAL CONDITIONS-UNDERGROUND 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 Supplementary Conditions:

- i. District and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- ii. 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. A 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 owner-ship 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 plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. 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 his own forces, or permitting the work to be done by the Contractor.

SPC-112. **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 of Record, all work has been completed in general accordance with the plans 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 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 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.

SPC-113. **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 representative designated by the District (i.e., Engineer) will determine Final Completion upon final acceptance of the project.

SPC-114. **ARBITRATION** – Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach

thereof, in an amount less than \$25,000, except for claims which have been waived by the making and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate, he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question. Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

If the dollar amount of the claim exceeds \$25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The Contractor shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the District's sole option, any and all arbitration arising out of or relating to any of the Contract Documents, or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.

The surety shall be bound by the arbitration award to the same extent as the Contractor is bound.

The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless the District agrees to the contrary, the location of any and all arbitration proceedings shall be in Sarasota County, Florida.

[End of Section]

SECTION 4 INSURANCE

Before performing any Contract work, the Contractor shall procure and maintain, during the life of this Contract, the following types of insurance coverage and shall furnish certificates representing such insurance to the District. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written approval by the Administrator or designee. The Administrator or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Contractor.

WORKERS COMPENSATION: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

COMPREHENSIVE GENERAL LIABILITY: Occurrence form required. Aggregate must apply separately to this Contract/job. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage. The District is to be named additional insured.

BUSINESS AUTOMOBILE LIABILITY: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with Contractual liability coverage for all work performed under this agreement.

ENVIRONMENTAL/POLLUTION LIABILITY: Not required unless chemicals are being used that are listed as hazardous on www.epa.gov website. In the event that hazardous chemicals are to be used, Contractor shall provide an Environmental/Pollution Liability policy in an amount of:

- General Aggregate \$3,000,000.
- Each Occurrence \$1,000,000.

Contractor shall notify the District prior to usage of hazardous chemicals so that adequate insurance coverage is provided prior to usage of such chemicals. Failure to notify District shall be deemed a material breach of this Contract.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the District is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the District.

A. SPECIAL REQUIREMENTS:

1. **Occurrence Basis:** All policies required by this Contract, with the exception of Workers' Compensation, are to be written on an occurrence basis. Claims Made Policies will be accepted for professional and hazardous materials and such other risks only as authorized by the District's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

2. **Additional Insured:** All policies required by this Contract, with the exception of Workers' Compensation, shall name the Englewood Water District, its Board Members, officers, agents, and employees as additional insureds as their interest may appear under this Contract. This MUST be written in the description of operations

section of the insurance certificate, even if there is check-off-box on the insurance certificate. Any costs for adding the District as “additional insured” shall be at the Contractor’s expense.

3. Certificates of Insurance: All certificates of insurance must be on file with and approved by the District before commencement of any work activities under this Contract. All certificate(s) of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements. Certificates of Insurance evidencing claims made or occurrences.

Form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the District’s Purchasing Office prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

4. Premiums and Deductibles: The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retention to which such policies are subject, whether or not the District is an insured under the policy. The Contractor’s insurance is considered primary for any loss regardless of any insurance maintained by the District. The Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

5. Waiver of Subrogation: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the District, its officers, officials, agents, employees, affiliates and volunteers, and the District’s insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the District. It is the Contractor’s responsibility to notify each insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, and any subcontractors, agree to waive all rights of subrogation against the District, its officers, officials, agents, employees, affiliates and volunteers, and the District’s insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible for.

B. POLICY FORM

- i. All policies, required by this Agreement, with the exception of Professional Liability and Workers Compensation, are to be written on an occurrence basis, shall name the Englewood Water District, its Board Members, officers, agents, and employees as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the Englewood Water District, its Board Members, officers, agents and employees.
- ii. Insurance requirements itemized in this Agreement, and required of the Contractor, shall be provided by or in behalf of all Subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to Subcontractors.

- iii. Each insurance policy required by this Agreement shall:
 - 1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - 2. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the District's Purchasing Department by written notice via certified mail, return receipt requested.
- iv. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- v. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Agreement.
- vi. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- vii. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the District's Purchasing Department. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the agreement number and description of work, are to be furnished to the District's Purchasing Department prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the District's Purchasing Department before the Contractor will be allowed to commence or continue work.

Bidders should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review

[End of Section]

SECTION 5 BID FORM

Complete ALL the forms in this section and submit them in a sealed envelope as your bid response.

General Vendor Information			
Company Name:			
Physical Address:			
Mailing Address:			
Phone No.:		FEIN No.:	
Email Address:			
Financial Status: <input type="checkbox"/> Poor <input type="checkbox"/> Good <input type="checkbox"/> Excellent		No. of Years in Business:	
No. of Personnel Currently Employed:		No. of Personnel Available for this Project:	
Principal Name		Title	
Bidders Contractor License Number (please include copy of license):			
Describe the type of work normally performed by your company:			

Provide information regarding who may be contacted regarding this bid response.

Primary Contact	
Name:	_____
Title:	_____
Address:	_____
Phone No.:	_____
	Mobile Phone No.: _____
Email Address:	_____

RFB 2023-134

SCHEDULE OF BID ITEMS

Your Bid MUST BE submitted on this form. Double check the Bid prices.
Amounts cannot be changed following the Bid due date and time.

Submitting Bidder's Name: _____

Item no.	Description	Unit	Qty	Unit Price(\$)	Amount (\$)
1.0	Mobilization and Demobilization – Base Bid (Max. of 5% of Base Bid, Excluding Bid Items 1.0 and 2.0)	LS	1		
2.0	Field Survey, Start-up and Commissioning, and Final Clean-up	LS	1		
3.0	Erosion and Sediment Control	LS	1		
4.0	Temporary Vacuum Station	LS	1		
5.0	12-inch Temp Concrete Slab	CY	10		
6.1	6" PVC DR-18 Force Main	LF	40		
6.2	8" PVC DR-18 Force Main	LF	60		
6.3	3" PVC SCH40 Vacuum Main	LF	20		
6.4	8" PVC SCH40 Vacuum Main	LF	140		
6.5	10" PVC SCH40 Vacuum Main	LF	60		
6.6	8" Kanaflex Vacuum Hose	LF	20		
6.7	6" Flexible Exhaust Hose	LF	60		
7.0	Ductile Iron Fittings	LB	4,000		
8.1	8" Gate Valves	EA	4		
8.2	10" Gate Valves	EA	4		
9.0	Vacuum Cleanout Assembly	EA	4		
10.0	Pump Station Civil Site Work	LS	1		
11.0	Mulch Bed and Valve Pit	LS	1		
12.0	Pump Station Building	LS	1		
13.0	Vacuum Station Equipment	LS	1		
14.0	Project Electrical and Instrumentation Work	LS	1		
SUBTOTAL BASE BID ITEMS					
PLUS PERMIT ALLOWANCE					\$ 5,000.00
PLUS OWNER'S ALLOWANCE					\$ 100,000.00
TOTAL BASE BID PRICE (\$)					

BIDDER'S CERTIFICATION

- I have carefully examined the Instructions to Suppliers and General Provisions, Special Provisions, Supplemental Provisions – Construction, Technical Specifications, the Bid submitted and any other documents accompanying or made a part of this solicitation.
- I hereby promise to furnish the goods or services specified in the Request for Bid at the prices or rates set forth in my bid. I agree that my bid will remain firm for the period established in the bid document in order to allow the District adequate time to evaluate the bids and make an award. Furthermore, I agree to abide by all conditions of the bid.
- I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.
- I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the District or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
- I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Solicitation.
- I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. *The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the bidder's submission non-responsive.*

ADDENDUM ACKNOWLEDGMENT

No Addendum were issued.

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

FAILURE TO SUBMIT THE ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE BID.

BID BOND AND PERFORMANCE/PAYMENT BOND

BID BOND is in an amount equal to at least 5% of the total amount of the base bid. When supplying a bid bond please use the attached bid bond form.

Note: Failure to submit a bid bond will be cause for rejection of bid.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the District as liquidated damages in case this proposal is accepted by the District and the undersigned fails to execute a contract with the District as specified in the contract documents accompanied by the required labor and material and faithful performance bonds with sureties satisfactory to the District, and accompanied by the required certificates of insurance coverage, within ten (10) calendar days of the notice to award. Should the District be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay the District’s reasonable attorneys’ fees incurred with or without suit.

The undersigned agrees, if awarded this bid, to furnish a Performance and Payment Bond in the amount of 100% of the total project price within ten (10) calendar days after notification of award, to the Purchasing Department. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk’s Office. Receipt of said recording and a certified copy of the Bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting or earlier.

All contract documents (i.e.; performance and payment bond, bid bond) shall be in the name of “Englewood Water District”.

BID CERTIFICATION SIGNATURES
(This section must be signed and completed.)

Name of Business

Telephone Number

By:

Signature

E-mail Address

Printed Name

Mailing Address

Title

City, State, Zip Code

SUB-CONTRACTOR LISTING

Bidders using their own forces for the work may skip Section I. If subcontractors are listed below, the Bidder acknowledges that they have fully investigated each subcontractor listed and has in their files evidence each subcontractor has engaged successfully in his line of work for a reasonable period of time, and that the subcontractor maintains a fully equipped organization capable, technically and financially, of performing the work required. The District reserves final approval of any subcontractors listed. Following award of contract the District reserves the right for approval of future subcontractors and refusal of existing or future subcontractors providing work under this contract. If more space is needed use copies of this form.

Section I - Sub-Contractors & Suppliers	
<input type="radio"/> My company will not use any sub-contractors.	
Sub-Contractor Name and Address	How long have you used this subcontractor?
Material Supplier Name	

Section II – Equipment Listing	
Provide a list of all equipment your firm has available for this contract. <u>Attaching a listing of all equipment owned by your company is unacceptable. List only the equipment that will be assigned to this contract.</u>	
Equipment Description	Equipment Description

STATEMENT OF EXPERIENCE - "SIMILAR" PROJECTS

List all SIMILAR projects your firm has completed. Copy this sheet if additional pages are needed. You must use this form. Attaching a separate listing may cause your bid to be deemed non-responsive and rejected.

Project Name/Location:		
Project Owner:		Date Completed:
Project Description and Specific Scope: Be Descriptive. Use additional pages.		
Contract Amounts:	Original \$	At Completion \$
Briefly Explain Any Variance:		
Contact Person:		
Contact e-mail (required):		
Phone Number:		
Project Name/Location:		
Project Owner:		Date Completed:
Project Description and Specific Scope: Be Descriptive. Use additional pages.		
Contract Amounts:	Original \$	At Completion \$
Briefly Explain Any Variance:		
Contact Person:		
Contact e-mail (required):		
Phone Number:		
Project Name/Location:		
Project Owner:		Date Completed:
Project Description and Specific Scope: Be Descriptive. Use additional pages.		
Contract Amounts:	Original \$	At Completion \$
Briefly Explain Any Variance:		
Contact Person:		
Contact e-mail (required):		
Phone Number:		

SECTION 6 OTHER FORMS

STATEMENT OF ORGANIZATION

The following information will be provided to the District for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Company Name _____

Telephone # _____ **E-Mail** _____ **Fax #** _____

Main Office Address _____

City _____ **State** _____ **Zip Code** _____

Address of Office Servicing Englewood Water District, if different than above: SAME AS ABOVE

Office Address _____

City _____ **State** _____ **Zip Code** _____

Telephone # _____ **E-mail** _____ **Fax #** _____

Name & Title of Firm Representative _____

Federal Identification Number: _____

Bidder shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

Please Check One

Is this a Florida Corporation: _____ Yes or _____ No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: _____ "Not for Profit" _____ "For Profit"

Is it in good standing: Yes or No
Authorized to transact business in Florida: Yes or No
State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ **Secretary:** _____
Vice President: _____ **Treasurer:** _____
Director: _____ **Director:** _____
Other: _____ **Other:** _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____

City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to Contract with the District either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

_____ I am an employee, public officer or advisory board member of the District

_____ (List Position Or Board)

_____ I am the spouse or child of an employee, public officer or advisory board member of the District

Name: _____

_____ An employee, public officer or advisory board member of the District, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

_____ Respondent employs or Contracts with an employee, public officer or advisory board member of the District.

Name: _____

_____ None of The Above

PART II: Are you going to request an advisory board member waiver?

_____ I will request an advisory board member waiver under §112.313(12)

_____ I will NOT request an advisory board member waiver under §112.313(12)

_____ N/A

The District shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Bidders whose conflicts are not waived or exempt.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

TRENCH SAFETY AFFIDAVIT

FOR _____

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item	(Description)	Cost
--------------------	---------------	------

BASE OFFER: _____

- | | | |
|----|--|--|
| A. | | |
| B. | | |
| C. | | |

ALTERNATE NO. 1: _____

ALTERNATE NO. 2: _____

ALTERNATE NO. 3: _____

TOTAL \$ _____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE OFFER BEING DECLARED NON-RESPONSIVE.

COMPANY NAME: _____

DATE: _____ BY: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

SCRUTINIZED COMPANY CERTIFICATION FORM

Company Name: _____

Authorized Representative Name and Title: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone Number: _____ Email Address: _____

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the Englewood Water District for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the Englewood Water District for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

This bid, proposal, Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By: _____

AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

Solicitation/Contract/PO Number (Completed by Purchasing): _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we _____

as Principal, hereinafter called Principal, a corporation partnership individual duly authorized by law to do business as a construction contractor in the state of Florida, and _____ a corporation organized and existing under the laws of the State of _____,

having its primary Administrative Offices at _____

and currently licensed to do business in the State of Florida, hereinafter called the Surety, are held firmly bound unto the Englewood Water District, Sarasota County, Florida, as Obligee, hereinafter called Obligee, in the sum of:

_____ Dollars \$ _____ OR _____ % of the bid.

For the payment of which sum well and truly made, and the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the DISTRICT for: _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another Party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20__.

In the Presence of:

(Principal) (Seal)

By: _____
(Title)

(Surety) (Seal)

By: _____
(Attorney-in-Fact)

Printed: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

**** For Corporations Only ****

This form is to be completed and accompany the foregoing Bid Bond for corporations only.

I, _____,
(Individuals Name – Corporate Office Holder)

certify that I am the _____,
(Office Held – Usually the Secretary)

of the _____
(Corporation Name)

(Corporation Name)

named as principal in the foregoing bond, that the person who signed the said bond on behalf of principal was or were then incumbent(s) in the positions(s) shown above of said corporation that I know his or her signature(s), and his or her signature(s) thereto is or are genuine, and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

Date: _____

(Signature of Secretary or Other Officer as above)

(Corporate Seal)

SECTION 7 SAMPLE CONTRACT

CONTRACT FOR CONSTRUCTION SERVICES

This Contract ("Contract") is made as of the ____ day of _____ 2023, between the **ENGLEWOOD WATER DISTRICT**, a Special District of the State of Florida, 201 Selma Ave, Englewood, FL 34223 (hereinafter referred to as "DISTRICT" or "OWNER"), and ____ [Name of CONTRACTOR] _____, ADDRESS, CITY, Florida ZIP CODE, (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

NOW, THEREFORE That the DISTRICT and CONTRACTOR ("Parties"), in consideration of their mutual agreements and promises hereinafter contained, bind themselves, their partners, successors, assigns and legal representatives to all covenants, agreements and obligations contained in the agreements and bid documents executed between the parties, and do hereby further agree as follows:

1. CONTRACT DOCUMENTS.

The following documents and information are incorporated by reference and made part hereof and shall comprise the Contract Documents.

- a. This Contract document; and
- b. Request for Bid (RFB) 2023-134 V1 Vacuum Station Improvements Project in its entirety.
- c. All Addenda to the RFB issued.
- d. The Professional Drawings.
- e. The Professionals Technical Specifications.
- f. Schedule of Bid Items, also known as "Schedule A".
- g. The CONTRACTOR'S response to the RFB 2023-134.

2. SCOPE OF SERVICES.

The CONTRACTOR will furnish the following services generally described as the "V1 Vacuum Station Improvements Project" to the DISTRICT as listed in the Request for Bid, RFB 2023-134. Nothing herein will limit the DISTRICT's right to obtain bids or proposals for services from other contractors for the same or similar work.

3. PROFESSIONAL LICENSE.

The CONTRACTOR holds a [Type of CONTRACTORs License] number [Contractor license number] issued by the State of Florida. The name of the Qualifying Agent is [Qualifying Agent Name]. CONTRACTOR must maintain this license during the full duration of this Agreement.

4. RESPONSIBILITIES OF THE CONTRACTOR.

A. Responsibility for and Supervision: The CONTRACTOR shall supervise and direct the work to the best of his/her ability, give it all the attention necessary for such proper supervision and direction and not employ for work on the project any person without sufficient skill to perform the job for which the person was employed.

The CONTRACTOR assumes full responsibility for the acts, negligence, or omissions of all his/her employees on the project, for those subcontractors and their employees, and for those of all other persons

doing work under a contract with him/her. All contracts between the CONTRACTOR and any such subcontractor as the CONTRACTOR shall hire, shall conform to the provisions of the Contract and bid documents and shall incorporate in them the relevant portions of this Contract.

B. Furnishing of Labor and Materials. The CONTRACTOR shall provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, and all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions herein contained, and with the Request For Bid No.2023-15, including the plans and specifications, addendums and with the proposal submitted by the CONTRACTOR and on file with the DISTRICT. The foregoing Request For Bid (RFB), specifications, and proposal submitted by the CONTRACTOR, are hereby specifically made a part of this Contract and are incorporated herein.

The CONTRACTOR represents and warrants to the DISTRICT that all equipment and materials used in the work, and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Contract and bid documents, of good quality, free of defects, and in conformity with the Contract and bid documents. It is understood between the parties thereto that all equipment and materials not in conformity are defective.

C. Owner Supplied Equipment. The DISTRICT is providing Owner Purchased Equipment ("Owner Equipment") to be incorporated into the Project by the CONTRACTOR. CONTRACTOR will take reasonable care to protect equipment from damage once it arrives on the Project site. CONTRACTOR will take proper and reasonable care while installing and commissioning Owner Equipment to not cause damage to the Owner Equipment.

D. Public Records Law. In accordance with Section 119.0701, CONTRACTOR shall comply with all public records laws, and shall 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 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. CONTRACTOR's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.
 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 DISTRICT

following completion of the contract, for the time period 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 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 shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the CONTRACTOR shall meet 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 CUSTODIAN OF PUBLIC RECORDS, TERESA HERZOG, ENGLEWOOD WATER DISTRICT, 201 SELMA AVE, ENGLEWOOD, FL 34223, (941) 474-3217; E-MAIL: therzog@ewdf.com**

Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Agreement. Further, CONTRACTOR may be subject to penalties under Florida Statutes 119.10.

E. Waiver of Lien. The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the DISTRICT against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

5. CONTRACT PRICE.

The CONTRACTOR shall perform the Services for a total price not to exceed \$**[CONTRACT AMOUNT]**. The cost of these services shall not exceed this amount unless the DISTRICT has executed a written change order approving any increase in price.

6. PAYMENT.

If submitting by hardcopy, TWO (2) original requests for payment must be submitted to the DISTRICT on a form approved by the DISTRICT. Requests for payment may also be submitted by electronic mail to the individual designated by the DISTRICT. Each pay request must be accompanied by an updated work schedule to reflect the progress of the work. Payment shall be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors or suppliers, in accordance with F.S. §255.05(11). Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (F.S. Ch. 218). Upon certification and approval by the DISTRICT or its duly authorized agent, progress payments may be made to the CONTRACTOR upon its application for all services or work completed or materials furnished in accordance with the Contract.

Retainage: Retainage will be withheld as allowed by F.S. §255.078. The CONTRACTOR will be paid monthly the total value of the work completed and accepted during the preceding month, less the **FIVE PERCENT (5%)** retainage.

CONTRACTOR must update each new pay request in accordance with any changes made to the previous submittal. The DISTRICT or its duly authorized administrative agent, shall approve final payment for all work, materials or services furnished under this Contract retainage may be reduced upon issuance of the Certificate of Substantial Completion by the DISTRICT if, in the sole opinion of the DISTRICT, sufficient progress on the schedule has been accomplished, all required affidavits have been provided, and the DISTRICT has retained adequate coverage for the project through the achievement of Final Completion.

7. CONTRACT TIME.

The Contractor specifically agrees that it will commence operations within a mutually agreed upon time following notification by the DISTRICT to commence work and that all work to be performed under the provisions of this Contract shall be completed in not more than **210 days to substantial completion from Notice to Proceed**. Final completion of project will be within thirty **(30) calendar days** after attaining Substantial Completion as established by the District; subject only to delays caused through no fault of the Contractor or acts of God. Time is of the essence in the performance of this Contract.

8. FORCE MAJEURE.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

9. LIQUIDATED DAMAGES.

The work shall be completed within the Contract time specified. The Contract time shall include the preparation, submittal, review and approval of submittals, delivery of materials, and construction, assembly, adjustment and placement into service for beneficial use of all facilities covered under this Contract.

The DISTRICT shall issue a Notice of Substantial Completion when it has determined that the work identified in the Contract has been substantially completed; record drawings have been submitted and approved by the DISTRICT and that the facility is operating satisfactorily. The Contract time also includes up to FOURTEEN (14) calendar days for the review of submittals, excluding pay requests, by the DISTRICT. The DISTRICT shall provide the CONTRACTOR with a punch list within TWO (2) calendar days after the Notice of Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the DISTRICT by the CONTRACTOR to meet his/her obligations under the Contract. The CONTRACTOR shall complete the items on the punch list to the satisfaction of the DISTRICT within TWENTY-EIGHT (28) additional calendar days of the issuance of the Final Punch List or Notice of Substantial Completion, whichever is later, and prior to submittal of the application for reduction of retainage or final payment. Any cost incurred by the DISTRICT (i.e. inspection time) after the twenty-eight (28) calendar day period shall be charged to the CONTRACTOR.

The DISTRICT and the CONTRACTOR hereby agree that time is of the essence on this Contract and the DISTRICT will suffer damages if the work is not substantially completed within the Contract time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the DISTRICT and the CONTRACTOR that the determination of the exact value of the damages the DISTRICT would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process.

It is therefore hereby agreed by the DISTRICT and the CONTRACTOR that it is in their mutual interest to establish a figure of **FIVE HUNDRED DOLLARS (\$500.00)** as Liquidated Damages (but not as a penalty) to be paid by the CONTRACTOR to the DISTRICT for each calendar day that Substantial Completion is delayed beyond the Contract Time.

It is mutually agreed by the DISTRICT and the CONTRACTOR that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the DISTRICT as the result of delay in the Substantial Completion of the work.

10. BOND REQUIREMENTS.

A. Bond Requirements. The successful bidder shall provide the required performance and payment bond or other acceptable security to the DISTRICT within ten (10) calendar days of being awarded the bid. Should the CONTRACTOR not provide the required performance and payment bond within the stated number of days, the DISTRICT may terminate the Contract for default. The DISTRICT may then proceed with awarding the bid to the next lowest responsive and responsible bidder and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder. Such default shall only be curable at the option of the DISTRICT.

In addition, the CONTRACTOR shall be responsible and bear all costs associated with recording the Performance and Payment Bond with Sarasota County Clerk's Office. The CONTRACTOR shall furnish the receipt of said recording and certified copy of the bond to the Purchasing Department at the time of the pre-construction meeting. Such a default shall only be curable at the option of the DISTRICT.

B. Performance and Payment Bond. The CONTRACTOR shall provide a Performance and Payment Bond, in the form prescribed in Florida Statutes Section 255.05 in the amount of one hundred percent (100%) of the Contract amount, the costs of which are to be paid by the CONTRACTOR. The bond will be acceptable to the DISTRICT only if the Surety Company:

1. Is licensed to do business in the State of Florida.
2. Holds a certificate of authority authorizing it to write surety bonds in this state.
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
4. Is otherwise in compliance with the provisions of the Florida Insurance Code.
5. Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.
6. A current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038; and
7. With an underwriting limitation of at least two times the dollar amount of the contract.

If the Surety Company for any bond furnished by the CONTRACTOR files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the requirements imposed by the Contract Documents, the CONTRACTOR shall, within five (5) calendar days thereafter, substitute another Bond and Surety Company, both of which shall be subject to the DISTRICT's approval.

By execution of this bond, the Surety Company acknowledges that it has read the surety qualifications and surety obligations imposed by the Contract documents and hereby satisfies those conditions.

By execution of this bond, the Surety Company acknowledges that it has read the surety qualifications and surety obligations imposed by the Contract documents and hereby satisfies those conditions.

11. INSURANCE.

Before performing any Contract work, the CONTRACTOR shall procure and maintain, during the life of this Contract, the following types of insurance coverage and shall furnish certificates representing such insurance to the DISTRICT. The policies of insurance shall be primary and written on forms acceptable to the DISTRICT and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A-Excellent: FSC VII." No changes are to be made to these specifications without prior written approval by the DISTRICT Manager or designee. The District Administrator or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with CONTRACTOR.

A. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE (PER CHAPTER 440, FLORIDA STATUTES). The CONTRACTOR shall procure and maintain during the life of this Contract Worker's Compensation insurance for all his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the CONTRACTOR's Workers Compensation insurance. For additional information contact the Department of financial Services, Workers' Compensation Division at 850.413.1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the CONTRACTOR shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the CONTRACTOR with the DISTRICT within ten (10) days after the execution of this Contract. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 for each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

B. COMPREHENSIVE GENERAL LIABILITY. The CONTRACTOR shall procure and maintain and require all subcontractors to procure and maintain during the life of this Contract, a comprehensive general liability policy, including, but not limited to, 1) Independent CONTRACTOR's liability; 2) products and completed operations liability; 3) contractual liability; 4) broad form property liability; and 5) personal injury liability. The minimum shall be no less than \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises. The DISTRICT shall be named as an additional insured.

C. BUSINESS AUTOMOBILE LIABILITY. The CONTRACTOR shall procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance including all owned, hired, and non-owned automobiles. The minimum combined single limit per

occurrence shall be no less than \$1,000,000 for bodily injury and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles, as well as employee's non-ownership. The DISTRICT shall be named as additional insured.

D. INSTALLATION FLOATER. The DISTRICT is providing materials or equipment purchased by the DISTRICT for incorporation into the project. The CONTRACTOR shall provide and maintain during the term of this Agreement an installation floater to cover damage to or destruction to renovations, repairs or equipment being installed and/or otherwise being handled or stored. The CONTRACTOR will secure an Installation Floater insurance endorsement, or rider, for the full value of the materials or equipment to be installed in this project including the value of labor. Coverage will include storage at a temporary location, and while stored at the DISTRICT'S or CONTRACTOR'S location. The endorsement must include all materials and equipment intended for installation including those purchased by the DISTRICT. Coverage shall be on an "all-risk" basis and the Contractor will be responsible for all deductibles. The DISTRICT will reimburse Contractor for the actual cost of the additional insurance coverage. Coverage shall not cease until Final Acceptance. The CONTRACTOR shall provide the DISTRICT with an ACCORD Evidence of Property Form evidencing the maintenance of the policy and providing that the insurer shall notify the DISTRICT thirty days prior to the cancellation of the policy.

E. BUILDER'S RISK. CONTRACTOR shall purchase Builder's Risk Insurance (BRI) on a "Special Form" (All-Risk) policy, and shall also include coverage for wind, hail, and named storm. For projects within a 100-year floodplain, Flood insurance shall be purchased. BRI shall be for the full replacement cost of the Project, including periodic increases or decreases in values resulting from change orders. If BRI is subject to additional premium due to change orders or project term extensions authorized by DISTRICT, DISTRICT will reimburse the actual cost of the additional premium without markup. CONTRACTOR shall submit reimbursement request with proof of additional premium payment with a copy of the applicable endorsement to the BRI policy if written on a declared project basis or a copy Accord Evidence of Property Insurance if the policy is on a reporting form basis. If necessary, the DISTRICT's Purchasing Manager will have to determine if the Change Order causes an increase in premiums if additional cost is incurred. BRI coverage shall include, but not be limited to, covering all risks of physical loss or damage, including the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, explosion and underground ("XCU") perils, debris removal, and demolition, and shall include coverage for reasonable compensation for architects' services and other expenses made necessary due to an insured loss and any applicable law, ordinance, or regulation. Coverage shall apply to the Work and appurtenances, materials and equipment to be incorporated into the Project whether in transit or storage on or off the Project site, to the site construction and structures, and property of the DISTRICT held in the care, custody or control of CONTRACTOR. Coverage shall apply to any owned, borrowed, leased or rented structures used to facilitate the work. The DISTRICT shall be an additional named insured and Loss payee under this policy. The BRI policy shall contain a waiver of subrogation in favor of all insured parties. Insurer shall provide DISTRICT 30 days prior notice to cancellation of the policy.

F. SPECIAL REQUIREMENTS. The Commercial General Liability, AND Business Auto policies shall name the "Englewood Water District", a Florida Special District, as an "additional insured." This MUST be written in the description of operations section of the insurance certificate, even if there is check-off- box on the insurance certificate. Any costs for adding the DISTRICT as "additional insured" shall be at the CONTRACTOR's expense. All certificates of insurance must be on file with and approved by the DISTRICT before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the CONTRACTOR. The CONTRACTOR's insurance is considered primary for any loss regardless of any insurance maintained

by the DISTRICT. The CONTRACTOR is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the DISTRICT is provided notice as stated within the policy. It is the CONTRACTOR's responsibility to provide notice to the DISTRICT.

G. WAIVER OF SUBROGATION. All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the DISTRICT, its officers, officials, employees and volunteers, and the DISTRICT's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the CONTRACTOR for the DISTRICT. It is the CONTRACTOR's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the CONTRACTOR, its officers, officials, agents, employees, volunteers, and any subcontractors, agrees to waive all rights of subrogation against the DISTRICT and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the CONTRACTOR, or its agents may be responsible for.

H. POLICY FORM.

1. All policies, required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the DISTRICT's Purchasing Office, are to be written on an occurrence basis, shall name the DISTRICT, its Board of Supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the DISTRICT, its Board of Supervisors, officers, agents, employees, or volunteers.
2. Insurance requirements itemized in this Contract, and required of the CONTRACTOR, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom a claim is made, and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The CONTRACTOR is to notify the DISTRICT Purchasing Office by written notice via certified mail, return receipt requested.
4. The DISTRICT shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit CONTRACTOR's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of CONTRACTOR's liability for indemnity of the DISTRICT shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the CONTRACTOR and its carrier.
6. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retention to which such policies are subject, whether or not the DISTRICT is an insured under the policy.
7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks

as are authorized by the DISTRICT's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the CONTRACTOR agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

8. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the DISTRICT's Purchasing Office (4970 DISTRICT Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the DISTRICT's Purchasing Office before the CONTRACTOR will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

12. INDEMNITY.

The CONTRACTOR shall indemnify and hold harmless the DISTRICT, its Board of Supervisors, officers, and employees, from and against any and all liabilities, damages, losses and costs (including attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), which may arise out of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR (or CONTRACTOR's Officers, subcontractors, sub-subcontractors, materialmen, or the employees, or agents of any one of them, if any) in the performance or the failure to perform under the terms of the Contract. In the event of a claim, the DISTRICT shall promptly notify the CONTRACTOR in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided in the paragraph title 'Notices'.

The DISTRICT shall provide all available information and assistance that the CONTRACTOR may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the DISTRICT and such insurance coverage shall not be deemed a limitation on the CONTRACTOR's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

13. CONTRACTOR'S AFFIDAVIT.

When all work contemplated by this Contract has been completed, and has been inspected and approved by the DISTRICT, or its duly authorized agent, the CONTRACTOR shall furnish to the DISTRICT, a CONTRACTOR's Affidavit in a form acceptable to the DISTRICT. Signed affidavits of payment will also be required by the DISTRICT from any and all subcontractors hired by the CONTRACTOR, unless payment is approved by the surety in accordance with F.S. §255.05(11). The affidavits shall state whether the subcontractor(s) has been paid in full or whether there are payments remaining. A list of all subcontractors shall be furnished to the DISTRICT prior to any payments against the Contract.

14. TERMINATION FOR CONVENIENCE OR CAUSE.

- A. For Convenience.** The DISTRICT may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the

DISTRICT, become the DISTRICT's property. If the Agreement is terminated for convenience by the DISTRICT as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

- B. For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the DISTRICT will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The DISTRICT's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the DISTRICT determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the DISTRICT determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the DISTRICT shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the DISTRICT terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the DISTRICT, become DISTRICT property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of this Agreement, and the DISTRICT may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the DISTRICT from such breach can be determined.

In case of default by the CONTRACTOR, the DISTRICT may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The DISTRICT reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the DISTRICT.

In addition, in the event of default by the CONTRACTOR under this Agreement, the DISTRICT may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the DISTRICT has with the CONTRACTOR and debar the CONTRACTOR from doing future business with the DISTRICT.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the DISTRICT may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the DISTRICT and debar the CONTRACTOR from doing future business with the DISTRICT.

The DISTRICT may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the DISTRICT is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the DISTRICT may recoup any fee or commission

paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the DISTRICT from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the DISTRICT all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

15. INDEPENDENT CONTRACTOR.

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the DISTRICT shall be that of an independent contractor and not as employees or agents of the DISTRICT. The CONTRACTOR does not have the power or authority to bind the DISTRICT in any promise, agreement or representation other than as specifically provided for in this Contract. The CONTRACTOR shall not pledge the DISTRICT's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

16. SUBCONTRACTORS.

CONTRACTOR shall furnish to DISTRICT a list of all subcontractors prior to any payments against the Contract. All subcontractors are subject to DISTRICT approval.

17. LICENSES AND PERMITS/LAWS AND REGULATIONS.

The CONTRACTOR shall pay all taxes required by law in connection with the activity in accordance with this Contract including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary, shall secure all licenses and permits necessary for proper completion of the work, paying any fees, therefore. Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this contract. The CONTRACTOR shall comply with all laws and ordinances, and the rules, regulations, and orders of all public authorities relating to the performance of the work herein. If any of the Contract documents are at variance therewith, the CONTRACTOR shall notify the DISTRICT promptly on the discovery of such variance.

18. CONTINGENT FEES PROHIBITED.

The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR 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 shall have the right to terminate this Agreement 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 this Agreement.

19. OWNERSHIP OF DOCUMENTS.

All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the DISTRICT who may have access to the reproducible copies at no additional cost other than printing. Provided that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the DISTRICT 'S use of any such materials for another project or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

20. AMENDMENT.

This Contract constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. In the event the CONTRACTOR begins work on unauthorized changes to scope prior to receiving a signed Change Order by the District Administrator or designee, the CONTRACTOR does so at its own expense and risk as unauthorized work shall not be paid for by the DISTRICT.

The Board of Supervisors may need to approve increases in compensation under this Contract, depending on the dollar value of the increase. The Administrator or designee may authorize increases up to the dollar threshold as identified in the District's policy.

21. APPROVAL OF PERSONNEL.

The DISTRICT reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If DISTRICT, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, DISTRICT may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

22. DISCLOSURE OF CONFLICT.

The CONTRACTOR has an obligation to disclose to the DISTRICT any situation that, while acting pursuant to this Contract, would create a potential conflict of interest between the CONTRACTOR and his duties under this Contract.

23. EQUAL EMPLOYMENT OPPORTUNITY.

The DISTRICT, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

24. 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 vendor 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.

25. ASSIGNMENT.

The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the District Administrator or designee, except that claims for the money due or to become due the CONTRACTOR from the DISTRICT under this Contract may be assigned to a financial institution or to a trustee in bankruptcy. Notice shall be promptly given to the DISTRICT.

26. NOTICES.

Any notice, demand, communication, or request required or permitted hereunder shall be sent by certified mail, return receipt requested, and shall be mailed to:

As to the District: Keith Ledford, P.E.
Technical Support Manager
Englewood Water District
201 Selma Ave
Englewood, FL 34223
Tel: (941) 460-1020
Email: kledford@ewdf.com

As to CONTRACTOR: [CONTACT INFORMATION HERE]

Notices shall be effective when received at the addresses specified above. Changes in the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received after 5:00 pm or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein. Nothing in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and DISTRICT.

27. RISK OF LOSS.

The CONTRACTOR assumes the risk of loss of damage to the DISTRICT's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the DISTRICT. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the DISTRICT, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the DISTRICT harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the DISTRICT when applicable, and shall pay all costs and judgments which may issue thereon.

28. WAIVER.

No delay or failure to enforce any breach of this 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.

29. ATTORNEY'S FEES.

In any proceedings between the parties arising out of or related to this Contract, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings, at both trial and appellate levels.

30. GOVERNING LAW, VENUE AND SEVERABILITY.

The rights, obligations and remedies of the parties under this Contract shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Sarasota County, Florida. The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

31. PARAGRAPH HEADINGS.

Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

32. SCRUTINIZED COMPANIES.

- A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or less, the CONTRACTOR shall certify on a form provide by the DISTRICT, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, the CONTRACTOR shall certify on a form provided by the DISTRICT, that all of the following are true:
 - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and
 - 3. It is not engaged in business operations in Cuba or Syria.
- C. If the CONTRACTOR provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the CONTRACTOR will be in breach of this Contract and the DISTRICT may terminate the Contract.
- D. PENALTY:
 - 1. A CONTRACTOR that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable

attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

2. Shall be ineligible to bid on any contract with the DISTRICT for three (3) years after the date the DISTRICT determined that the CONTRACTOR submitted a false certification.

33. ILLEGAL ALIEN LABOR.

CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is following the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the DISTRICT.

34. EMPLOYMENT ELIGIBILITY.

The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

35. AUTHORITY TO EXECUTE AGREEMENT.

The signature by any person to this Contract shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

36. ENTIRE AGREEMENT.

This Contract (with all referenced plans, attachments, addenda and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. In the event of any conflict between the provisions of this Contract and the RFB or CONTRACTOR's bid, this signed Contract (excluding the RFB and CONTRACTOR's bid) shall take precedence, followed by the provisions of the RFB, and then by the terms of the CONTRACTOR's bid.

37. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually signed counterpart.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents, the year and date stated in the preamble to this Contract.

CONTRACTOR

Signature

Printed Name

Title

DISTRICT

Signature

Printed Name

Title

SCHEDULE 'A'
SCHEDULE OF CONTRACT COST ITEMS

[INSERT SCHEDULE OF COST LINE ITEMS HERE]