

# **City of Oviedo, Florida**



## **Invitation to Bid (ITB)**

### **#24-20: Storm Sewer Rehabilitation**

**Purchasing Division  
400 Alexandria Blvd.  
Oviedo, Florida 32765**

**TABLE OF CONTENTS**

PROJECT: City of Oviedo  
**Storm Sewer Rehabilitation**

Document Number	Title
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**INTRODUCTORY INFORMATION**

N/A	TITLE PAGE
N/A	TABLE OF CONTENTS

**BIDDING REQUIREMENTS, CONTRACT FORMS, & CONDITIONS OF THE CONTRACT**

00030	INVITATION TO BID
00040	SCOPE OF WORK
00040.1	GROUP I
00040.2	GROUP II
00040.3	GROUP III
00040.4	GROUP IV
00040.5	GROUP V
00040.6	GROUP VI
00040.7	GROUP VII
00045	CONTRACTOR QUALIFICATIONS
00050	GENERAL BIDDING CONDITIONS
00051	PUBLIC ENTITY CRIME INFORMATION STATEMENT
00052	AFFIDAVIT OF BIDDER
00060	CONFLICT OF INTEREST STATEMENT
00070	COMPLIANCE WITH EMPLOYMENT AND ELIGIBILITY REQUIREMENTS
00080	CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES
00100	INSTRUCTIONS TO BIDDER
00200	INFORMATION AVAILABLE TO BIDDERS
00300	BID FORM
00420	DRUG-FREE WORKPLACE CERTIFICATION FORM
00430	TRENCH SAFETY STATEMENT
00440	NON-COLLUSION AFFIDAVIT OF BIDDER
00460	DISPUTES DISCLOSURE FORM
00640	CITY OF OVIEDO INSURANCE REQUIREMENTS
00681	CONTRACT CHANGE ORDER
00700	GENERAL TERMS AND CONDITIONS
00800	ADDITIONAL SUPPLEMENTAL TERMS AND CONDITIONS

**ATTACHMENTS**

ATTACHMENT A	CITY OF OVIEDO BID FORM
ATTACHMENT B	FEMA FEDERAL CONTRACT PROVISIONS
ATTACHMENT C	ELECTRONIC BID SUBMISSION INSTRUCTIONS

EXHIBIT A	STANDARD AGREEMENT FORM
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**SECTION 00030****INVITATION TO BID**

City of Oviedo  
Purchasing Division  
400 Alexandria Boulevard  
Oviedo, Florida 32765

**BID NO.:24-20**  
**OPENING TIME: 2:00 pm**  
**OPENING DATE: JULY 11, 2024**

**THIS IS NOT AN ORDER**

You are invited to bid on the following:

**BID NO. 24-20**  
**Storm Sewer Rehabilitation**

See specifications in the scope section.

The complete set of bidding documents are available through VendorLink at 1-407-222-1885 or [www.myvendorlink.com](http://www.myvendorlink.com), document number 24-20 or by contacting the City of Oviedo Purchasing Division at [purchasing@cityofoviedo.net](mailto:purchasing@cityofoviedo.net)

FOB Point: City of Oviedo

Terms of Payment: Net 30 days upon acceptance and delivery of invoice.

**Bid must be received by the Procurement Manager via VendorLink Electronic Submission system before:**

**Time: 2:00 pm**

**Date: July 11, 2024**

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, and denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of Oviedo. To view the City's Nondiscrimination Policy, Plan and Procedures, visit the City's web page at [www.cityofoviedo.net](http://www.cityofoviedo.net).

**PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**  
Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bids will be immediately opened after the Bid Due Date via Zoom at [www.zoom.us](http://www.zoom.us), Meeting ID: 816 0254 6520 **Pass Code: 413892**

You are invited to be present.

State of Florida Tax Exemption Number is 85-8013573053C-0.

**END OF SECTION**

## **SECTION 00040**

### **SCOPE OF WORK**

#### **INTRODUCTION**

The City of Oviedo (City) invites bids from qualified Contractors to perform seven separate services on the storm lines managed by the City. The seven services are:

1. Provision and installation of Resin Impregnated Cured-in-Place Pipe (RICIPP) linings in storm pipes of various sizes at various City locations. (Group I).
2. Injection of flowable fill into cavities or voids along deficient storm sewers. (Group II).
3. Provision and installation of internal joint seals (rubber) in existing storm lines. (Group III).
4. Injection of Chemical Grout into cavities or voids along deficient storm pipes, boxes, and drainage structures. (Group IV).
5. General repair, resurfacing, sealing of structures with a protective coating system. (Group V)
6. Pipe cleaning and root cutting (in pipes). (Group VI)
7. Investigation and video inspection services. (Group VII)

The City reserves the right to select multiple vendors as convenience dictates. Each project schedule will be agreed upon by the City and the Contractor when the project is assigned.

#### **END OF SECTION**

**SECTION 00040-1****GROUP I****SPECIFICATIONS FOR  
INSTALLATION OF RICIPP LINING -- STORMWATER****PART 1 GENERAL****1.1 SCOPE OF WORK**

The Contractor shall furnish all labor, materials, equipment, and tools necessary for the point repair or full reconstruction of storm water lines by the installation of a resin-impregnated flexible felt tube, which is inverted into the existing conduit by use of hydraulic head. Where inversion is not appropriate, a pull and inflate method will be acceptable.

Curing shall be accomplished by circulating hot water (or other approved method) within the liner tube to cure the encapsulated resin system.

When cured, the finished pipe will be continuous, watertight, and formed to the original conduit.

**1.2 QUALITY ASSURANCE/QUALIFICATIONS**

1. The pipe liner process shall be the product of a manufacturer who is fully experienced, reputable and qualified in the process of pipe rehabilitation.
2. The Contractor shall have a minimum of three (3) years' experience with the means and methods utilized in installing RICIPP to include 50,000 feet minimum installed of 8-inch to 60-inch liner in the state of Florida. The Contractor must have wet-out over-the-hole experience in the state of Florida to include at least three (3) installs of large diameter pipe of 30-inch to 60-inch.
3. During the inversion/installation of the RICIPP, the Contractor shall conduct television inspection of the work to verify that the liner installation is acceptable as defined herein. The sewers shall be thoroughly cleaned prior to performing the television inspections. The television inspections shall be complete from manhole to manhole. The television inspection shall include video documentation and computer-generated logs to document the inspection. The installation television inspections shall be performed such that the sewer lining can be clearly seen. The camera shall be panned, tilted and rotated at all pipe defects and at service lateral connections for the complete video documentation assuring no material drain- down/loss. If required, the Contractor will halt inversion in order to video close-up viewing.

4. The Contractor shall submit a sample television inspection after the first liner is installed so that the Contractor and Engineer (or designee) can agree on performance and quality of the inspections, which must be met throughout the Contract. Sewers not inspected to the Engineer's satisfaction shall be re-inspected by the Contractor at no additional cost to the City.
5. All television inspection reports will include physical locations such as street address or street intersection to identify manhole or other locations, which are used to reference where the camera is located.

### **1.3 REGULATORY REQUIREMENTS**

The Contractor shall comply with all applicable laws, rules, regulations or ordinances imposed by all applicable federal, state, regional and local agencies.

### **1.4 ITEMS FURNISHED BY THE CITY**

The City will be responsible for the following items pertaining to the work specified herein:

1. Necessary local permits.
2. Some repairs and / or extra-ordinary obstruction removal necessary to prepare line section for work.

### **1.5 SUBMITTALS AFTER AWARD, UPON REQUEST**

1. Bidder shall submit upon request the following information regarding quality:
  - A. Submit three copies of manufacturer's technical literature and recommended installation procedure.
  - B. A signed and notarized certification from the resin manufacturer (not supplier/distributor) that the polyester resin to be furnished for this project will not mix with storm water, lake water or moisture on inversion/insertion.
  - C. A viscosity profile and procedure showing that the resins to be supplied on this project will not absorb/mix with water.
  - D. A statement by the Contractor that provides for the City to take a small sample of catalyzed resin from the saturated liner tube on site prior to installation. The City will conduct a water-mixing test (proof of the resin and water not mixing) and the Contractor will

receive and dispose of the sample according to federal, state and local regulations.

- E. Submit a schedule or priority list of all work to be completed with proposed start times and estimated completion dates, not to exceed 60 days from start to completion for each task.
- F. Submit a list, or log of all material collected in mass unit weight (lbs) after cleaning.

## **1.6 WARRANTY**

- 1 Installation: Provide a full labor and materials warranty for a period of twenty-four months from the date of acceptance by the City.
- 2 Liner: Manufacturer's standard warranty.

## **PART 2 PRODUCTS**

### **1.2 MATERIALS**

- 1 The RICIPP shall be fabricated to a size that when installed will fit the internal circumference of the conduit specified. Allowance shall be made for circumferential / radial stretching during insertion.
- 2 The finished RICIPP shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to contaminants associated with storm water.
- 3 The outside layer of the tube (before inversion) shall be plastic coated with a transparent flexible material that is compatible with the resin system used. The plastic coating shall not be subject to delaminating in the cured pipe.
- 4 The tube shall contain no intermediate or encapsulated layers. No materials shall be included in the tubes that are subject to delaminating in the cured pipe.
- 5 The wall color of the interior pipe surface of the RICIPP after installation shall be a light reflective color so that a clear detail examination with closed circuit television inspection equipment may be made.
- 6 A general purpose, Polyester resin or Epoxy Vinyl Ester and catalyst system shall be furnished that provides cured physical strengths specified herein.
- 7 Physical Strength: The cured RICIP shall conform to the minimum structural

standards, as listed below.

<u>CURED RICIPP</u>	<u>STANDARD</u>	<u>RESULTS</u>
Flexural Stress	ASTEM D-790	4,500 psi
Flexural Modulus of Elasticity	ASTEM D-790	250,000 psi

8. All pipes shall be considered fully deteriorated.
9. Hydraulic capacity calculations shall support the CIPP requirement for 100% of the full flow capacity of the original pipe as installed.
10. The Contractor shall submit liner thickness calculations to the Engineer for review. The RICIPP shall be designed in accordance with the applicable provisions of ASTM F1216 and D2412 for fully deteriorated gravity pipe conditions and shall meet the following design conditions:
  - AASHTO H-20 Live Load with two trucks passing for RICIPP in streets.
  - A soil modulus of elasticity of 700 psi shall be used. A soil weight 120 pounds per cubic foot and a coefficient of friction of  $Ku' = 0.130r$  shall be used for the installed depths.
  - The long-term flexural modulus used in the design calculations shall be estimated by multiplying the lowest short-term flexural modulus specified in the ASTM standards by a retention factor of 0.50.
  - Safety factor of 2.0 shall be used.
  - Groundwater levels shall be estimated to be at the ground surface.
  - Service temperature range shall be 40 to 140 degrees F.
  - Maximum long-term deflection shall be 5 percent.
11. The minimum length shall be that deemed necessary to effectively span the footage that is requiring repair. The Contractor shall verify the length in the field before impregnation.
12. The thickness (in millimeters) to be used for the liner shall be the largest thickness as determined by calculations for deflection, bending, buckling and minimum stiffness. The minimum installed liner thickness with the pre-determined resin / felt ratio shall be as follows:

## 13. Liner Thickness Chart.

LINER THICKNESS (MM)											
GROUND COVER (FT)	4	6	8	10	12	14	16	18	20	22	24
PIPE DIAMETER (IN)											
8	6	6	6	6	6	6	6	6	6	7.5	7.5
10	6	6	6	6	6	7.5	7.5	7.5	7.5	9	9
12	6	6	6	7.5	7.5	9	9	9	9	10.5	10.5
14	7.5	7.5	7.5	7.5	9	9	10.5	10.5	10.5	12	12
16	9	9	9	9	10.5	10.5	12	12	12	13.5	13.5
18	9	9	9	10.5	10.5	12	12	13.5	13.5	15	15
21	12	12	12	12	13.5	13.5	15	15	16.5	16.5	18
24	12	12	12	13.5	15	16.5	16.5	18	18	19.5	19.5
27	12.5	15	15	15	16.5	18	19.5	19.5	21	21	22.5
30	13.5	15	15	16.5	18	19.5	21	22.5	22.5	24	27
36	16.5	18	18	19.5	21	24	24	27	27	28.5	30

END OF CHART

**1.3 STRUCTURAL REQUIREMENTS**

The RICIPP shall be designed per ASTM F-1216, with the following additional requirements.

The design will assume no bonding to the original pipe wall.

External hydraulic design based on acceptable third-party testing and verification of the enhancement factor, K, shall be submitted for review.

The bond between the RICIPP layers shall be strong and uniform. All layers, after cure, must form one homogeneous structural pipe wall with no part of the tube left unsaturated.

The cured pipe material (RICIPP) shall conform to the following structural properties:

<u>Property Results</u>	<u>Test Method</u>	<u>Minimum Test Result</u>
Modulus of Elasticity	ASTM D-790	250,000 Psi
Flexural Strength	ASTM D-790	4,500 Psi

Design parameters will be in accordance with ASTM F-1216 Appendix. Design parameters shall be for a fully deteriorated pipe with a long-term flexural modulus of 50% of the short-term modulus and the design safety factor of two (2) remaining unchanged.

If required by the City, RICIPP field tube samples shall be cured in the hot water contained in the inversion column contained within steel plates and Mylar sheeting. These sample pieces shall be at least 20 inches in length with enough width for a test laboratory to run a minimum of three samples from each specimen. A testing laboratory acceptable to the owner shall produce the tests, noting thickness and enough strength as specified without a laboratory post cure. Post cure shall be accomplished in the initial in ground curing cycle.

### **PART 3 EXECUTION**

#### **3.1 PREPARATION**

Safety - The Contractor shall carry out his operations in strict accordance with all OSHA regulations and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the Contractor shall be responsible for implementing traffic control procedures in conformance with City standards.

##### **1. Prior to Liner Installation:**

- A. Cleaning of Storm Water Sewer – It shall be the responsibility of the Contractor to perform light cleaning of internal debris / sediments from the storm water lines, unless the Contractor is directed otherwise. The City shall clear the line of obstruction such as solids, dropped joints, or collapsed pipe that will prevent the insertion of RICIPP. If the City is unable to or chooses not to remove such obstructions, solids etc., the Contractor will be given the option to price the work and submit a proposal for the work to the City for consideration. If the City is satisfied, the work may be given to the Contractor.
- B. Television Inspection – The Contractor shall perform inspection of pipelines prior to lining by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions, which may prevent proper installation of the RICIPP into the pipelines, and it shall be noted so that these conditions can be corrected. Videotape and a suitable Log of inspection shall be made available and given to the City.

### 3.2 INSTALLATION

The method of installation of the RICIPP shall be in accordance with design criteria supplied by the manufacturer and approved by the City Engineer or their designee. The finished RICIPP shall be continuous over the entire length of the repair and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, voids between liner and host pipe, and delaminating. All tie - ins should be sealed. The City shall locate and designate all manhole access points for the work, provide rights of access to these points.

1. The pipeline to be rehabilitated with the RICIPP liner shall be rendered free of accumulated debris. If the Contractor is required to clean the pipe, the City shall provide a dumpsite at a sewerage treatment facility. Any hazardous waste material encountered during this contract will be considered as a changed condition.
2. The Contractor, when required, shall provide for the flow of storm water around or through the section or sections of pipe designated for RICIPP rehabilitation. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make a bypass. The primary pump, standby pump and the piping shall be of adequate capacity and size to handle the maximum flow experienced in the line. The Contractor shall be responsible for continuity of the storm water system during the execution of the work of this contract. In the event that storm water backup occurs, the Contractor shall be responsible for cleanup, repair, and property damage costs and claims.
3. The pipe to be RICIPP lined shall be inspected by a closed-circuit television system with videotaping capabilities. The inspection will verify that the pipe is ready to be lined and a copy of the video of the pipe condition shall be kept / retained for review and given to the City. If any condition is found to exist that prevents the lining of the pipe, or that cannot be removed with conventional sewer cleaning equipment, the Contractor shall notify the City of the condition and review the tape with the City. If an excavated point repair is necessary, the City shall make the appropriate repair, or the City shall issue written authorization to the Contractor to make the necessary repairs and the work shall be paid for as a separate item.
4. The Contractor will be responsible for contacting each home or business in close proximity to the storm sewer to be RICIPP lined. That they will be informed of the work to be conducted and the projected length of time for the lining. The contact shall be by approved letter or door hanger 48 hours prior to work beginning on the affected section of pipe. A personal contact shall be made 24 hours prior to work beginning.

5. Resin Impregnation – The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube assuring no resin loss through cracks and irregularities in the original pipe wall with viscosity control. A vacuum impregnation process shall be used. A roller system shall be used to uniformly distribute the resin throughout the tube.
6. Thermocouples shall be placed between the RICIPP tube and the existing pipe wall at the inversion and discharge locations to monitor the liner temperature. Readings shall be entered on logs that are submitted to the City at the end of each lining. For every five installations, the City's representative will perform a miscibility test demonstrating that water will not mix with the resin system.
7. A Contractor's representative will remove a small amount of catalyzed resin from the saturated liner, when requested and in the presence of the City's representative, prior to inversion. The material will exhibit the characteristic of an elastic gel. A water mix test will be performed on site, catalyzed resin shall be placed in a jar and an equal amount of water added, the jar sealed and shaken vigorously. The material shall not mix or form an emulsion. If the resin material mixes, the saturated liner tube will be rejected and shall be removed from the site. The rejected liner will be removed from the site and disposed of in accordance to federal, state and local requirements. A pre-liner will be required and the thickness of the entire circumference of the liner will have to meet or exceed the minimum thickness required by the owner. (See Appendix)
8. At the City's request, at no more than 5 times per 10 inversions, a CCTV camera shall be inserted into the pipe to be lined and positioned within 10 feet of the inverting tube in the presence of the City's representative. The representative shall view the inversion of the tube from the video monitor in the Contractor's CCTV truck. If resin discharge from the tube is observed, the Contractor will immediately stop the inversion and remove the tube from the pipe. The rejected liner will be removed from the site and disposed of in accordance to Federal, State and Local requirements.
9. Reforming – After insertion is completed, the Contractor shall supply a suitable heat source. The equipment shall be capable of delivering hot fluids throughout the section to uniformly raise the temperature of the liner mass to the temperature required to cure the liner. The heat source shall be fitted with monitors to gauge the temperature and pressure of the fluid injected.
10. Cool down may be accomplished by the introduction of cool water and air or

other approved method.

11. During the warranty period, any defects that will affect the integrity or strength of the liner shall be repaired at the Contractor's expense in a manner mutually agreed by the City and the Contractor.
12. The discharge of water from the installation of Liner must not be allowed into any surface area waters. Arrangement can be made to discharge into sanitary sewer lines.

### 3.3 SEALING RICIPP AT MANHOLES

Leakage testing of the pipe shall be accomplished during the cure while under positive head. If the RICIPP fails to make a leak tight seal, the Contractor shall apply a sealing material at that point. The seal shall be of a resin mixture compatible with the RICIPP. There shall be no visible leaks in the completed system. During the warranty period, any defects that will affect the integrity or strength of the RICIPP or any visible leaks shall be repaired at the Contractor's expense. Seal and apply Protective Coating System in manhole boxes per Section 09985

### 3.4 INSPECTION

1. The Contractor shall inspect all piping to assure that the RICIPP is free from defects in materials and workmanship.
2. Video digital file shall be provided to the City showing the completed work. The digital file shall include the pre-installation footage, the tube inversion / installation footage (when required) and the post-installation footage. NO INVOICE WILL BE INITIATED FOR PAYMENT WITHOUT ACCOMPANYING DIGITAL FILE / DVD.
3. RICIPP samples shall meet or exceed the specified structural properties of:
 

<u>Property Results</u>	<u>Test Method</u>	<u>Minimum Test Result</u>
a. Modulus of Elasticity	ASTM D-790	250,000 Psi
b. Flexural Strength	ASTM D-790	4,500 Psi
4. Visual inspection of wet out facility and process parameters noted/inspected (i.e., gap setting).
5. Visual inspection of the CIPP shall be in accordance with ASTM F-1216, section 8.6.
6. IR Spectrum fingerprints must be submitted and approved prior to payment.

7. At least one (1) Miscibility Test will be performed on-site for each five installations. See Appendix.
8. No payments will be made for rejected liner tubes or for liner tubes not meeting this specification requirements including testing.

### **3.5 DISPOSAL OF DEBRIS**

1. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.
2. The Contractor shall remove all solids or semi-solids resulting from the operations from the site. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.
3. Disposal shall be at a suitable site selected by the Contractor and approved by the appropriate jurisdictional personnel. Exception being, if the Contractor is required to clean the pipe, the City shall provide a dumpsite at a sewerage treatment facility.

### **3.6 END OF PROJECT SUBMITTALS**

One video digital file copy shall be submitted that shows the conduit prior to lining, the liner being inverted through the pipe in-situ demonstrating that the resin does not drain out of the saturated liner tube and the final inspection of the completed conduit lining. Certificates of Authenticity compliance for each shipment of resin and thickener from the resin manufacturer with an IR Spectrum Analysis of both materials from the Contractor, which certifies that all materials meet or exceed ASTM F-1216. Calculations for determining the cured liner tube thickness for each lining shall be submitted prior to installation of the saturated liner tube. All submittals shall demonstrate detailed compliance with the provisions of the contract documents.

### **3.7 PRICING, TIME FRAME AND EXTRA WORK**

Price and payment for pipe liner will be full compensation for furnishing and installing the pipe liner in accordance with the requirements of this Section, including all materials, labor and incidentals required to dewater and clean host pipe, dispose of all silt and debris, seal cracks and joints in the host pipe, and seal and grout the annular space between the liner and interior of the host pipe.

All pricing must include pre and post video inspection of storm water lines and all light cleaning necessary to be done before inspection and installation of the RICIPP liner. Prices also to include any or all de-watering and plugging and pumping that might become necessary in the performance of job.

Installation of RICIPP must be done in a timely manner. Work must be initiated, executed and completed in no more than 60 days after Notice To Proceed (NTP) is received by Contractor. The NTP will be preceded by a work order listing location, costs, pipe sizes etc.

Extra Work: Contractor may be asked to provide costs associated with the following additional activities on any a site-specific basis. 1) Pipe Joint Sealing: To seal leaking joints in a storm line with chemicals, cementitious grouts etc. 2) Man Hole restoration / Grouting: To repair, grout or restore (rehab) storm manholes. 3) Storm water pipes in the 6" to 15" dia. range may also be needed for RICIPP lining.

## **PART 4      APPENDIX**

### **4.1      CHEMICAL THICKENED SYSTEM MISCIBILITY GUIDELINES**

Purpose: The purpose is to define properties that the resin / resin-impregnated flexible tube must have to perform effectively and consistently in all field conditions.

Scope: All resin / resin-impregnated flexible tube materials used must have the following properties (greater than 1.5 million centipoises):

1. Must react/ perform in the presence of water.
2. Must withstand submergence in water without degradation (pre-cure and post-cure).
3. Must prevent the passage of water through the sewer pipe joint (infiltration).
4. Must stay at a constant viscosity during reaction period.
5. Must stay in the confines of the host pipe being rehabilitated.
6. Must not produce slugs that require excavation.
7. Shall meet liner thickness per contract/design specifications (0% to +10%) measured eight times around the perimeter.
8. Residual must not impede on downstream lines or water tables.
9. Must withstand internal exposure to sewage/chemical specified.

### **4.2      MISCIBILITY TEST PROCEDURE**

1. Resin + Chemical Thickener + Catalyst premixed at wet-out facility.
  - A. Fill: test tube/glass-pint jars half full with material. When mixed in the proper proportions and stored at temperatures above 40F,

thickening will be complete in 18-24 hours. Once thickening is complete (invert test tube/jar: non-flowing), fill the container full with water, replace lid and mix by shaking. Resin system will be immiscible

2. Resin + Chemical Thickener.

- B. Mix a 50/50, by volume, mixture of resin + thickener in a glass-test tube/glass-jar. The mixture will thicken to 1.5MM cps in short time (approximately 15 minutes). Once thickening is complete (invert test tube/jar: non-flowing), fill the container full with water, replace lid/seal top and mix by shaking. Resin system will be immiscible

All samples / waste should be disposed of properly and in according with State and Federal Regulations. For a more scientific approach-quantifying rate of thickening, see TIME-TEST VISCOSITY METHOD (ASTM D-1545)

**END OF SECTION**

**SECTION 00040-2**  
**GROUP II**  
**SPECIFICATIONS FOR**  
**INJECTION OF FLOWABLE FILL INTO CAVITIES OR VOIDS ALONG DEFICIENT STORM**  
**SEWERS**

**PART 1 GENERAL**

**1.1 SCOPE OF WORK**

The Contractor shall furnish all labor, materials, equipment, and tools necessary to inject flowable fill into cavities or voids along a deficient storm sewer. Contractor is responsible for restoring site work area to original condition upon completion.

**1.2 QUALITY ASSURANCE**

Qualifications: The Contractor shall have a minimum of three (3) years' experience with the means and methods of the materials utilized and the installation procedures.

**1.3 REGULATORY REQUIREMENTS**

The Contractor shall comply with all applicable laws, rules, regulations or ordinances imposed by all applicable Federal, State, Regional and Local agencies.

**1.4 ITEMS FURNISHED BY THE CITY**

1. The City will be responsible for the following items pertaining to the work specified herein:
  - A. Necessary local permits.
  - B. Any repairs and / or unordinary obstruction removal necessary to prepare area for work.

**1.5 WARRANTY**

Installation: Provide a full labor and materials warranty for a period of twenty-four months from the date of acceptance by the City.

**PART 2 PRODUCTS**

**2.1 MATERIALS**

Flowable fill will be a self-leveling, low-density cementitious back-fill material that attains 100% compaction without tamping or vibrating. It will be capable of replacing

compacted soils as a structural fill that drains and is no stronger than the surrounding soil after it has obtained its ultimate strength.

### **PART 3 EXECUTION**

#### **3.1 PREPARATION**

The Contractor shall carry out his operations in strict accordance with all OSHA Regulations, and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the Contractor shall be responsible for implementing traffic control procedures in conformance with City/County/State standards, depending on the jurisdiction of the roadway.

#### **3.2 DISPOSAL OF DEBRIS**

Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains. All solids or semi-solids resulting from the operations shall be removed from the site by the Contractor. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur. Disposal shall be at a suitable site selected by the Contractor and approved by the appropriate jurisdictional personnel.

### **PART 4 PAYMENT**

When the item of flowable fill is included in the Contract, payment will be made at the Contract unit price per cubic yard. Such price and payment will include all cost of the mixture, in place and accepted, determined as specified above. No measurement and payment will be made for material placed outside the neat line limits or outside the adjusted limits, or for unused or wasted material.

**END OF SECTION**

**SECTION 00040-3**  
**GROUP III**  
**SPECIFICATIONS FOR**  
**INTERNAL JOINT SEAL (RUBBER) FOR STORM WATER PIPES**

**PART 1     GENERAL**

**1.1     SCOPE OF WORK**

The Contractor shall furnish all labor, materials, equipment, and tools necessary for the installation of Internal Joint Seals (rubber), in existing storm water lines.

Only one mobilization fee will be paid per work order issued. The fee paid will be based on the largest diameter seal installed or whichever fee is the highest dollar amount within the work order issued. Storm system dewatering and bypass pumping may not be necessary for every job requiring internal joint seal installations. Dewatering fees will be paid for every storm system that requires dewatering and will be based on the largest diameter of seal installed. The Contractor's representative and the City's representative will agree upon the mobilization fee and dewatering fees (if required) upon issuance of a work order and notice to proceed.

**1.2     QUALITY ASSURANCE / QUALIFICATIONS**

Installer shall have one (1) year experience with the seal to be furnished and in the work described herein. The seal technology furnished shall have a minimum installed history of three (3) years and require approval by the City. Only seal technologies having an approved testing mechanism will be approved.

**1.3     REGULATORY REQUIREMENTS**

The Contractor shall comply with all applicable laws, rules, regulations or ordinances imposed by all applicable Federal, State, Regional and Local agencies.

**1.4     ITEMS FURNISHED BY THE CITY**

The City will be responsible for the following items pertaining to the work specified herein:

1. Necessary local permits.
2. Some repairs and / or extra-ordinary obstruction removal necessary to prepare line section for work.

**1.5     WARRANTY**

1. Installation: Provide a full labor and materials warranty for a period of two (2) years

from the date of acceptance by the City. Some repairs and / or extra-ordinary obstruction removal necessary to prepare line section for work.

2. Seals: Manufacturer's standard warranty

#### **1.6 SUBMITTALS AFTER BID OPENING UPON REQUEST**

1. Submit three (3) copies of manufacturer's technical literature and recommended installation procedures.
2. List of equipment to be used.
3. Technical data for proposed internal joint seal, including application instructions, and product data.
4. Acknowledgement that products submitted meet requirements of standards referenced.
5. Safety training documentation to be submitted prior to award.
6. Copies of joint repair records.

#### **1.7 REFERENCES**

This specification references American Society for Testing and Materials (ASTM) standard specifications, which are made part hereof by such reference and shall be the latest edition and revision thereof.

#### **1.8 DELIVERY STORAGE AND HANDLING**

1. Deliver material in manufacturer's original unopened containers with labels intact.
  - A. Rubber membranes shall be individually sealed in plastic bags and packaged in a manner that will not damage or deform them.
  - B. Labels shall indicate comments and expiration date of material.
  - C. Membrane shall not be removed from plastic bag until time of use.
  - D. Membranes shall be stored in a cool dry environment away from direct sunlight.

## PART 2 PRODUCTS

### 2.1 MATERIALS

#### 1. Joint Liners:

- A. EPDM rubber derivative membrane manufactured in accordance with ASTM- C923.
  - a. Material shall be of a resilient EPDM rubber and have a minimum width of 10.5 inches.
  - b. The volume change of rubber shall not exceed 10 % maximum of original by weight after immersion in fresh water at 70 °C for 48 hours.
  - c. Seals must withstand a minimum of 200 lbf/in. before tearing.
- B. Joint Liner Splicing
  - a. As a test, the seal shall be gripped at a point 6 in. on each side of the splice and shall be bent in both directions as sharply as possible. The splice shall be capable of passing this bend test without visible separation. No voids or cracks are allowed.
- C. Bands:
  - a. Bands for securing rubber membrane across piping joints shall be Type 304 non- magnetic stainless steel, manufactured in accordance with ASTM-A167.
  - b. Stainless steel bands shall be rolled to the radius of the pipe being renewed.
  - c. All shop and field welds to be made by certified welders with a minimum of 2 years' experience on Type 304 alloy.
  - d. Weld wire to be T-308 AWS class A5.9.
  - e. Field welds are to be made with coated electrode 308/308H, AWS class A5.4.
  - f. All material specifications to be certified.
- D. Cement Mortar:
  - a. For pipe joint scaling and preparation shall be fast setting type and in accordance with ASTM-C150.

E. Liquid Joint Lubrication:

- a. Liquid joint lubrication to assist in installation of the rubber membrane and bands shall be non-toxic vegetable based.
- b. It shall not deteriorate in storage (2 years); work well from 00 to 1200 F; shall not adversely affect synthetic rubber gaskets.
- c. It shall not be petroleum based and shall not support growth of bacteria.

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

1. Safety - The Contractor shall carry out his operations in strict accordance with all OSHA Regulations. Fall Protection Program, and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the Contractor shall be responsible for implementing traffic control procedures in conformance with City/County/State standards, depending on the jurisdiction of the roadway.
2. Prior to fitting, seals should be given a good visual examination; if quality of material construction is in doubt, the seals must not be used.

### **3.2 CLEANING**

1. Storm water lines shall be cleared of all debris, roots and other materials that would hinder proper insertion of the liner by the Contractor.
2. All material loosened by the cleaning operations shall be removed at nearest manhole and shall be recorded in pounds (lbs.) of material removed.
3. All surfaces of the structure shall be cleaned with high-pressure hydro jet sprayer with an operating pressure of at least 3500 psi.
4. Structure shall then be pressure rinsed with water.
5. Prevent damage to pipeline, if damaged, it should be repaired at no cost to the City.
6. Television Inspection:

- a. Storm water line sections to be lined shall be TV inspected with a video recording by the Contractor, noting locations of all obstructions.
- b. No joint repairs shall be performed until the stormwater line has been properly prepared. If the stormwater line is unacceptable for internal joint sealing, the Contractor shall review the TV inspection report and determine the location(s) where spot repair(s) or additional cleaning is required. The Contractor shall perform additional cleaning where necessary.

### **3.3 JOINT PREPARATION**

The area of the pipe where the actual "lip seals" make contact, must be prepared to provide a consistent, permanent seal. All imperfections on sealing surface must be removed by scraping or grinding. Any "deep" imperfections shall be properly filled to the full depth with a non-toxic, quick setting, joint filler (plaster or cement mortar) and rendered "flush" with internal surface of pipe. The pipe should be pre-marked with grease chalk to define preparation areas clearly. In case of concrete pipes, it may be necessary to apply a coat of approved epoxy to the preparation area where the seal will be placed, and/or inject joints with chemical grout to stop water intrusion.

### **3.4 SURFACE PREPARATION**

Immediately prior to fitting the seal, the area must be cleaned with a dry brush, and coated with lubricant. Lubricant shall be non-toxic (vegetable based), and "hand applied" so as not to pick up any dirt.

### **3.5 POSITIONING THE SEAL**

1. Prior to placement of seal, the ground shall be grouted and stabilized and there should be no infiltration of water or sand in the joint areas.
2. Before fitting the seal in place, check to see it is not damaged and test unit is tight.
3. Using chalk marks as guides, position seal accurately on the prepared area, bridging the joint gap.
4. Locate test unit in the seal at 9 o'clock or 3 o'clock position; parallel to the joint gap.

### **3.6 POSITIONING RETAINING BANDS**

1. Place three stainless steel bands in the "grooves" provided in the seals. This will transmit the "radial load" evenly to the seal as bands expand.

2. Lock the bands temporarily in position and check for proper alignment before final tightening of band.
3. Tighten bands to the manufacturers recommended torque.

### **3.7 PRESSURE TESTING**

1. Internally sealed areas shall be individually pressure tested.
2. In test 1, used on each section of the pipe after 30 minutes of fitting the seal, a pressure of 10 psig is applied to the seal and a soap and water solution is used to detect any leaks.
3. To prevent excessive ballooning of the center membrane, a restraining device is locked on its expanding position during testing.
4. In test 2, a pressure of 5 psig is applied to the seal through the test valve and maintained, while a soap and water solution is used to detect leaks.
5. Following the tests, the test valve of the seal is plugged.

### **3.8 INSPECTING**

1. After the work is completed, the Contractor shall provide the City with a digital file or DVD showing the completed work, including, the restored conditions. Extremely large diameter pipe will require the use of a handheld video camcorder for post-installation verification. Smaller diameter pipe shall have the post-installation verification done with CCTV recording equipment. NO INVOICE WILL BE INITIATED FOR PAYMENT WITHOUT ACCOMPANYING DIGITAL FILE OR DVD.

### **3.9 DISPOSAL OF DEBRIS**

1. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.
2. All solids or semi-solids resulting from the operations shall be removed from the site by the Contractor. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.
3. Disposal shall be at a suitable site selected by the Contractor and approved by the appropriate jurisdictional personnel.
4. Provide a log of debris collected in pounds (lbs.).

**END OF SECTION**

**SECTION 00040-4****GROUP IV  
SPECIFICATIONS FOR  
INJECTION OF CHEMICAL GROUT INTO CAVITIES OR VOIDS  
ALONG DEFICIENT STORM PIPES AND DRAINAGE STRUCTURES****PART 1 GENERAL****1.1 SEALING JOINTS FOR EXISTING PIPE USING CHEMICAL GROUTING**

Select the appropriate chemical grouts and additives, in accordance with ASTM 2304. Furnish all equipment, material, and labor necessary to clean, inspect, test, and seal pipe joints. For pipe sizes larger than 42 inches, utilize the method and grout recommended by the manufacturer. Supply a copy of the method 14 days prior to the start of work to the Engineer for review. Provide the Engineer with a certification from the manufacturer that the chemical grout and additives selected are the correct products for the specific application and conditions at the locations specified in the Contract or Work Document.

**PART 2 REPORT SUBMISSION****2.1 DELIVERABLE**

Submit a report to the City which contains a minimum of the following:

1. Location of the sewer pipe section.
2. Type of pipe material and diameter.
3. The test pressure before and after sealing and the duration of the test.
4. The volume of grout material used to seal each joint.
5. The actual set time.
6. The grouting material used including additives & their respective quantities.
7. Video recording which must include testing and sealing operations for each joint (including inflation and deflation over the joint). Video recordings must meet the requirements in 430-4.8. The grout must be visible on the video recordings.

## **PART 3 PAYMENT**

### **3.1 PRICING AND PAYMENT**

Price and payment will be full compensation for all equipment, materials and labor required including video recordings. Payment will be made under the items specified in the Bid Price Proposal.

**END OF SECTION**

**SECTION 00040-5****GROUP V  
SPECIFICATIONS FOR  
GENERAL REPAIR, RESURFACING,  
SEALING OF STRUCTURES WITH PROTECTIVE COATING SYSTEM****PART 1 GENERAL****1.1 SCOPE OF WORK**

Seal inlets, manholes, and junction boxes, including the structure's base, walls, top slab, riser, cone, and inlet tops. Seal pipe joints minor cracks, and lift holes, with chemical grout. Seal storm pipe joints of various diameters by the man-entry internal joint sealing method on pipes that are otherwise in sound physical condition.

**1.2 EQUIPMENT**

Supply the necessary equipment, including chemical containers, pumps, regulators, valves, hoses and fittings for injecting the materials. Use manufacturer recommended tools and equipment to install internal joint seal in accordance with manufacturer's instructions.

**1.3 SAFETY**

Provide redundant storm drain plugs. Ensure all workers have means of rapid egress.

**1.4 STORMWATER FLOW CONTROL**

Insert temporary pipe plugs and block the flow. Do not pond water in any travel lane or divert water on private property. When necessary, divert the storm water at an approved location by the Engineer. Furnish all equipment and labor. When the depth of flow in the storm pipe section being worked on is considered excessive, such that it would prevent successful joint seal installations, reduce the flow depth to an allowable level of 0 to 2 inches, by operation of pump stations, plugging or blocking the flow, or by pumping and bypassing the flow so that the pipe is accessible for man-entry joint seal installation in accordance with the manufacturer's procedures.

**PART 2 PRODUCTS****2.1 MATERIALS****1 CHEMICAL SEALING OF DRAINAGE STRUCTURES**

All materials containers must be undamaged and unopened and show the manufacturer's original labels. Select hydrophobic polyurethane foam sealing materials that meet the specific sealing requirements of each site. Hydrophilic

gel sealing materials must meet the following requirements:

- Uncured Viscosity is less than 900 cps
- Cured Gel
- Insoluble in water.
- Elongation minimum 200% as measured per ASTM D 638
- Tensile Strength minimum 25 psi as measured per ASTM D 638
- Hydrophobic polyurethane foam sealing materials must meet the following requirements:
  - Uncured Viscosity is less than 900 cps
  - Cured Foam
  - Water absorption is less than 1% as measured per ASTM D-2127
  - Shrinkage is less than 1% as measured per ASTM D-2126
  - The cured polyurethane foam must adhere tightly to the pipe materials during wet and dry periods.
  - Use epoxy resin compounds that meet the requirements of Section 926.
  - To repair the structure, use a non-shrink grout product that meets the requirements of Section 934.

## **2.2 MAN-ENTRY INTERNAL JOINT SEALS**

### **1. FLEXIBLE SEALS**

Use a permanent, non-corrodible one-piece circular seal that can withstand an internal pipe pressure of 300 pounds per square inch and external head pressures in excess of 100 feet. The material must be an EPDM Rubber Membrane for use as a joint liner material. The material must be microbiological growth resistant when used in potable water, storm water, sea water or in humid aerobic conditions. The volume change of the material must not exceed 3% after immersion in water at 212 degrees F for 70 hours. The seal must be manufactured in compliance with ASTM-D 3900, ASTM-D 3568 and must have designation M4AA710A13B13C12Z1Z2Z3 in accordance with ASTM-D2000. The seal must have definitive locations for the three stainless steel bands which hold it in place. The seal must have ribbed sections on each side of the joint to assist in making the fit between the seal and pipe airtight. A test air valve must be installed in the seal for conducting pressure tests. Each joint seal must be clearly numbered with the corresponding joint number in permanent manner.

### **2. STAINLESS STEEL BANDS**

Use circular stainless steel bands to hold the seals in place. These bands may be in two or three sections to allow for passage through the manholes. The bands must be expanded against the seal and compress the seal to the pipe wall, and locked in place with wedges. The stainless steel bands, shims and bolts for securing the rubber membrane seal across piping joints must be

Type-316 and manufactured in accordance with ASTM-A479. The bands must be rolled to the radius of the receiving pipeline. The cleated ends of the band must be welded with T-316 alloy wire. All shims and wedges must be Type-316 material, as required for the stainless steel bands.

3. **CHEMICAL SEALING MATERIALS**

Chemical sealing materials must have the following properties: react quickly to form a permanent water tight seal; be flexible and immune to the effects of wet/dry, freeze thaw cycles; non-biodegradable and immune to the effects of acids, alkalis, and organics; component packaging and mixing compatible with field conditions and worker safety; cleanup accomplished without heavy use of flammable or hazardous chemicals; extraneous sealant left inside pipe shall be readily removable. Chemical joint sealing material must be acrylic resin type and furnished with activators, initiators, inhibitors and any other materials recommended by the manufacturer for a complete grout system.

4. **LIQUID JOINT LUBRICANT**

The liquid joint lubricant to assist in the installation of the seals and bands must be non-toxic, vegetable-based lubricating gel. This gel must not decompose or deteriorate for a minimum storage period of two years and must have a soft pasty consistency suitable for use in temperatures between 0°F and 120°F. The lubricant must not have any deteriorating effect on rubber gaskets, must not impart taste or odor to water, or have an objectionable odor. The lubricant must not support the growth of bacteria or contain any petroleum-based oil or grease

5. **THREAD SEALING COMPOUND**

Use a paste-type thread sealing compound with polytetrafluoroethene components.

6. **HYDRAULIC EXPANDER UNIT**

Use a hydraulic expander unit for installation of expansion bands capable of hydraulic expansion pressure of 6,000 pounds per square inch.

## **2.3 INSTALLATION**

1. **CHEMICAL SEALING OF JOINTS**

Clean all surfaces and remove the debris. Carefully drill a minimum of four insertion holes near the bottom of the structure's wall. Insert mechanical injection packer fittings. Inject the sealing material into the invert/bottom holes first, and then proceed to the upper injection holes. Demonstrate the mixing of materials meets the manufacturer's specifications. Allow the sealant to cure. Remove the injection ports and seal the injection holes with epoxy flush with the surface. Remove surplus material. Jetting or driving pipes from the surface, or open-cutting the pavement is not allowed.

## 2 PIPE CULVERTS AND STORM DRAINS

Clean pipe joints. Inspect and video each joint before and after sealing. Jetting or driving pipes from the surface, or open-cutting the pavement is not allowed. Install joint sealing materials per the manufacture's recommendations.

For hydrophobic urethane foam, drill a minimum of four equally spaced insertion holes through the pipe. Insert mechanical injection packer fittings. Inject the sealing material into the invert/bottom hole first, and then proceed to the upper injection holes. Demonstrate the mixing of materials meets the manufacturer's specifications. Allow the sealant to cure. Remove the injection ports and seal the injection holes with epoxy flush with the pipe surface. Remove surplus material.

## 3. MAN-ENTRY INTERNAL SEALING OF JOINTS

Use flexible seals individually sealed in plastic bags and packed in a manner that will not damage or deform them. Store seals in a cool, dry environment and not exposed to direct sunlight. Examine each seal prior to fitting. Place particular attention on the ribbed sections of the seal. Clean the pipe joint section that will support the seals. Remove debris or deposits from the pipe walls and remove by hydraulic vacuum. Use subaqueous power tools if any hard scale or stubborn debris remains after hand brushing. Clean all joint gaps of debris before any installation is performed. Once cleaned, fill the joint gaps with chemical sealing material as specified in 430-1.3.3 Remove any surplus grout and the surface left flush. Provide a smooth, continuous backing for the seal. Remove any surface imperfections by grinding or scraping. Fill any deep imperfections by properly applying the approved joint filler. Provide a smooth surface for the seal. Pre-mark the seal area to clearly define the seal position. Check the seal for any damage and ensure the test valve is tight before fitting the seal in place. Locate the test valve in the seal at either the 9 o'clock or 3 o'clock position. Position the seal parallel and centered on the joint gap. Before expanding the steel bands in the seal grooves, place stainless steel radius shims underneath the wedge area in the grooves. If two- or three-piece bands are used, temporarily lock the bands into position by means of a special overlap locking device over the wedge area. Use a hydraulic expander to apply pressure to the ends of the retaining bands, and a radius wedge fitting between the exposed gap and the expanded band ends. As the hydraulic expander is positioned with the retaining band, care must be taken to ensure that the band remains in the groove of the elastic seal and does not move or become dislodged. Select a size of wedge having an interference fit between band ends. Tap the wedge (leading edge first) into position, locking in the compression seal. Repeat the procedure on the second retaining band of the seal, allowing 30 minutes between expansions. Each joint must have three retaining bands in place. Once the expanding procedure is complete, tighten the overlap locking device for the wedge, if required, to a torque of 1.25-foot pounds.

## **2.4 MATERIAL REFUSAL PRESSURE**

### **1. CHEMICAL JOINT SEALING**

Sealant refusal pressure must be a minimum of 5 pounds per square inch. Do not exceed 10 pounds per square inch.

### **2. FLEXIBLE SEAL TESTING**

There are two individual pressure tests applied to the seal before closing the pipeline. The first test is applied after each section has been completed and not before 30 minutes have elapsed after the final fitting of the seal. A pressure of 10 pounds per square inch is applied. Because of the excessive ballooning the center membrane of the seal (that will occur at this higher pressure), a restraining device called a "test band" is fitted over the seal during the test. Soap and water is used to detect any leak. In the second test, 5 pounds per square inch is introduced through the valve. This pressure is sustained while a soap and water test is applied to outer edge and entire body of the seal. The Engineer may request proper testing of structural properties of seals or related components before any installation is performed. If any of the seals are tested and found to be defective after installation, replace the defective seals, at no cost to the City.

## **2.5 RECONSTRUCT INVERT BENCHES**

Install the sealant before grouting the structure. Remove all grease, laitance, loose bricks, mortar, unsound concrete, and debris. Water blasting, wet or dry sandblasting, acid washing, and other cleaning agents such as concrete cleaners, degreasers, or other chemicals, may be required to properly clean the surface. Expose sound concrete walls and invert material. Apply non-shrink cement grout to the structure walls. Reconstruct or repair the drainage structure invert bench according to the Florida Department of Transportation (FDOT) Standard Plans Index 430.

## **2.6 FINAL ACCEPTANCE**

Submit all warranties provided by the manufacturer for the specific products included in the Contract. Ensure that all warranties are fully transferable from the Contractor to the City. Submit all documents associated with or describing any such warranties to the City along with other project final acceptance documents and deemed to be a part of the required final acceptance documentation. Do not take any action or fail to act in any way which voids any such warranties. All subcontracts must contain similar provisions which require subcontractors to assign any such warranties to the City.

## **2.7 METHOD OF MEASUREMENT**

The quantity to be paid for will be the number of joints, per each, cleaned, sealed and accepted by the Engineer.

**PART 3 PAYMENT**

**3.1 BASIS OF PAYMENT**

Price and payment will be full compensation for all work specified under this section including all ancillary items to complete the work.

**END OF SECTION**

**SECTION 00040-6****GROUP VI  
SPECIFICATIONS FOR  
PREPARATORY CLEANING AND ROOT REMOVAL****PART 1 GENERAL****1.1 SCOPE OF WORK**

This section covers the preparatory cleaning of sewer lines and manholes as needed prior to the internal inspection of the sewer lines and the cleaning of manholes prior to rehabilitation. The Contractor shall furnish all necessary material, labor, equipment, and services required for cleaning the specific sewer lines and manholes.

**1.2 BACKGROUND**

The intent of sewer line cleaning is to remove foreign materials from the lines and manholes and restore the sewer to a minimum of 95% of the original carrying capacity or as required for proper seating of internal pipe joint sealing packers. Since the success of other phases of work depends a great deal on the cleanliness of the lines and manholes, the importance of this phase of the operation is emphasized. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will not be required to clean those specific sewer sections. If, in the course of normal cleaning operations, damage does result from pre-existing and unforeseen conditions such as broken pipe, the Contractor will not be held responsible. Sewer line cleaning shall be performed with hydraulically propelled, high velocity jet, or mechanically powered equipment. Selection of equipment shall be based on field conditions such as access to manholes, quantity of debris, size of sewer, depth of flow, etc.

**1.3 HYDRAULICALLY PROPELLED EQUIPMENT**

The equipment used shall be of a movable dam-type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If sewer cleaning balls or other equipment which cannot be collapsed is used, special precautions to prevent flooding of the sewers and public or private property shall be taken.

**1.4 HIGH VELOCITY JET (HYDROCLEANING EQUIPMENT)**

All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two (2) or more high velocity nozzles. The nozzles shall be capable of producing a scouring action from 15" to 45" in all size

lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

### **1.5 MECHANICALLY POWERED EQUIPMENT**

Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or continuous rod-type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To ensure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

## **PART 2 WORKMANSHIP**

### **2.1 GENERAL**

The designated sewer manhole sections shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire sewer section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.

### **2.2 CLEANING PRECAUTIONS**

During all cleaning and preparation operations, all necessary precautions shall be taken to protect the sewer from damage. During these operations, precautions shall also be taken to ensure that no damage is caused to public or private property adjacent to or served by the sewer or its branches. Satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

### **2.3 MATERIAL REMOVAL**

All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section

being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulation of sand in wet wells, or damage pumping equipment, shall not be permitted. Under no circumstances shall sludge or other debris removed during these operations be dumped or spilled into the streets, ditches, storm drains, or other sanitary sewers.

The Contractor is advised that he shall not dispose of this material by legal or illegal dumping on private or public property, by sale of others, or any means other than those given above. All sludge or other debris removed during these operations shall become the property of the Contractor and as such, any load of material, or any portion thereof, disposed of in a non-permitted fashion shall become the sole responsibility of the Contractor. Any fines or clean-up costs associated with such dumping shall be paid by the Contractor; if necessary, monies shall be withheld from any monies due the Contractor until restitution is made.

## **2.4 DISPOSAL OF MATERIALS**

All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed of by the Contractor in a legal and sanitary manner as approved by appropriate authorities, at the Contractor's cost. Copies of records of all disposals shall be furnished to the City, indicating disposal site, date, amount and a brief description of material disposed. All materials shall be removed from the site no less often than at the end of each work day. Under no circumstances will the Contractor be allowed to accumulate any type of debris on the site of work beyond the stated time, except in totally enclosed containers and as acceptable to City of Oviedo.

## **2.5 ROOT REMOVAL**

Roots shall be removed in the designated sections and manholes where root intrusion is indicated on the work order. Special attention should be used during the cleaning operation to assure almost complete removal of roots from the joints. Any roots which could prevent the seating of the packer or could prevent the proper application of chemical sealants, or could prevent the proper seating and application of cured-in-place, fold-and-formed, or sectional cured-in-place liners, shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment shall be used before or at the completion of the root removal operation, depending on the manufacturer's recommendation, and grouting will take place to remove infiltration. Contractor shall capture and remove all roots from the line.

## **2.6 CHEMICAL ROOT TREATMENT**

To aid in the removal of roots, manhole sections that have root intrusion shall be treated with an acceptable, non-systemic herbicide which will kill roots but which will not permanently affect parts of trees distant from the treated roots. The application of the herbicide to the roots shall be done in accordance with the manufacturer's recommendations and specifications in such a manner to preclude damage to

surrounding vegetation. The active ingredient shall not adversely affect the performance of the wastewater treatment facility. Any damaged vegetation so designated by the City shall be replaced by the Contractor at no additional cost to the City. All safety precautions as recommended by the manufacturer shall be adhered to concerning handling and application of the herbicide.

**2.7 ACCEPTANCE OF CLEANING OPERATION**

Acceptance of sewer line cleaning shall be made upon the successful completion of the television inspection and shall be to the satisfaction of the City. If television inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and re-inspect the sewer line until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, the City may require the Contractor to pull a double squeegee (with each squeegee the same diameter as the sewer) through each manhole section as evidence of adequate cleaning. If internal sealing is to follow the television inspection, particular attention should be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved. In addition, on all those lines which have sags or dips, to an extent that the television camera lens becomes submerged for three (3) or more feet during the television inspection, the Contractor shall pull double squeegee and/or sponges through the line in order to remove the water from those dips or sags. Water removal through the squeegees and/or sponges shall be "performed until the television camera lens will no longer be submerged. This requirement may be waived by the City if the water, in which the camera lens is submerged, is clean enough to allow the identification of pipe defects, cracks, holes, and location of service taps.

**PART 3 PAYMENT****3.1 BASIS OF PAYMENT**

Price and payment will be full compensation for pipe cleaning and root cutting, including dewatering (when necessary) and all equipment and work specified in this Section.

**END OF SECTION**

**SECTION 00040-7**  
**GROUP VII**  
**SPECIFICATIONS FOR**  
**INVESTIGATE AND VIDEO INSPECTION SERVICES**

**PART 1 GENERAL**

**1.1 SCOPE OF WORK**

Inspect pipes and storm sewers as shown in the Contract Documents. Provide video and a written report to list all deficiencies of the storm drain pipes, manholes and inlets, along with a detailed map of the storm water system inspected and videoed.

**1.2 VIDEO EQUIPMENT AND REQUIREMENTS**

**1. INSPECTION AND VIDEO**

Comply with OSHA Confined Space Standard, 29 CFR Part 1910.146. Manual inspections may be required in order to determine the extent of damage. Pipe walls in areas of concern should be sounded to identify any structural degradation.

Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90-degree angle with the axis of the pipe and rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition.

Provide a high-quality color video with a minimum resolution of 720 X 480 in a delivery method acceptable to the Engineer. Include a narrative stating the location and explanation of deficiencies with the video. The video image must be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe. Provide identification in the video before each section of pipe filmed, including the pipe location, the project number, the structure number corresponding to the structure number in the Plans for the project, size of pipe, and the date and time. Indicate which pipe is being filmed if multiple pipes are connected to the structure. Notes should be taken during the video recording process. Provide the Engineer with copies of these notes along with the video.

Move the camera through the pipe at a speed of approximately 15 feet per

minute but not greater than 30 feet per minute, unless otherwise directed by the Engineer. Mark the video with the distance down the pipe. The distance shall have an accuracy of one foot per 100 feet. The number of units of equipment on hand must be adequate to insure the completion of the work.

Ensure that all equipment to be used is in safe working condition. Repair or remove from the job equipment that is not in safe working condition.

The camera must be operative in 100% humidity conditions. Provide a view of intersecting pipes and drainages structures without diverting from the primary inspection route.

Video the entire circumference of all joints, pick-up holes, and any other suspect areas in order to identify any deficiencies along the entire perimeter of the joint. At every joint and structure, and at significant defects, stop the camera and rotate the camera's view a full revolution to document and measure defects. View all suspect areas in such a way as to make a clear analysis of the system. Position the camera head perpendicular to all defects requiring measurement by the video micrometer.

At any time during the video inspection, the Engineer may declare the work unsatisfactory, and no payment will be made for that section of the work.

Perform video inspections on clean dry lines. Inspect storm sewers for cleanliness before the start of video inspection.

Dewatering will be incidental to the other pay items. Do not perform inspections where the flow depth exceeds 5% of the pipe or drainage structure's cross-sectional area, without the prior approval of the Engineer.

Desilting, as necessary to perform the video inspection, will be paid separately. Note the conditions of intersecting pipes and drainage structures on the report and video for the project.

## 2 WRITTEN REPORT AND GPS DATA COLLECTION

Prepare a written report to list all deficiencies of the storm drain pipes, manholes and inlets, along with a detailed map of the storm water system videoed.

The map must include, but is not limited to, the City/County or State roadway, intersecting side streets, the location of all inlets and manholes, and the diameter and length of all pipes videoed.

The report must include, but is not limited to, deficiencies such as cracked

pipes, joint leaks, failed patches, subsidence, intrusions, stained pipe, and significant defects. Specify the coordinate location of each deficiency in the report in the same chronological order as the video. Note the conditions of intersecting pipes and drainage structures on the report and video.

Include GPS coordinates of storm drainage lines locations including type/size/shape of any inspected drainage lines. GPS location point readings should be taken at the center of each structure or grate.

Document defects identified during this review and submit inspection logs.

Include the following in the report:

1. Date, project name, and project number.
2. Street names with starting and ending points.
3. Identify the type of structure, locations, and number (if available).
4. Distances using a tape measure or roll-a-tape
5. Coordinate locations of pipe/culvert/drainage structure deficiencies (i.e. bad joints, offset joints, breaks, or leaks).
6. Centerline distances between structures (if available).
7. Inspection video indicating the structure type/number, coordinates, rim elevation, pipe invert, counter display, and any other relevant data.
8. Coordinate point location (X, Y, Z fields) to represent latitude and longitude in North American 1983 Datum. Precision shall be to the seventh decimal for X and Y, and to the tenth for Z (ex. 25.217111, - 80.3683639, 10.5').
9. A separate column identifying whether it is the begin or end point, change of direction or change of size etc.
10. A written report indicating drainage structure numbers and video counter display numbers
11. Pipe diameter in inches (18", 24", 36", etc.)
12. Pipe material (reinforced concrete, corrugated, galvanized, high density polyethylene, etc.)
13. Pipe shape (round, elliptical, square, rectangular)
14. A detailed map of the storm water drainage system as videoed  
Catalog inspection information gathered on inspection forms to produce a report of deficiencies. The expected deliverables must be in a data format that is compatible with ESRI's ArcGIS 10.1 and above; a PDF file of the inspection report cataloging the inspection results; video version of the report showing the inspected pipe;

spreadsheet file (.xls format) indicating the structure locations with pipe start and end points, and their associated material, location, identification number, referenced plan set (if available), etc. Results will be made available on computer programs compatible with City systems. Submit a complete copy of the final project report and map to the City within 14 days of completion of all work order documents.

## **PART 3 PAYMENT**

### **3.1 METHOD OF MEASUREMENT**

The quantity to be paid will be the distance, in feet, that the camera physically traveled during inspection of the location specified in the Contract Documents. The distance the camera travels prior to inspection will not be paid.

### **3.2 BASIS OF PAYMENT**

Price and payment will be full compensation for video inspection and reporting, including dewatering (when necessary) and all equipment and work specified in this Section.

**END OF SECTION**

**SECTION 00045****CONTRACTOR QUALIFICATIONS:**

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

**COMPANY NAME:** Flotech Environmental, LLC

Address of Principal Place of Business: 657 South Drive, Suite 401

City/State/Zip: Miami, FL 33166

Phone: (866) 299-3323

Fax: N/A

Name of primary Contact: Jose L. Ferre

Email: estimating@flotechllc.com

**REMIT-TO ADDRESS:** 657 South Drive, Suite 401

City/State/Zip: Miami, FL 33166

**TYPE OF ORGANIZATION:**

☐ Sole Proprietorship

☐ Partnership

☐ Non-Profit

☐ Joint Venture

☐ Corporation

☒ Other: Limited liability company (LLC)

State of Formation: Florida Federal ID # 45-4556187 DUNS # 047123115

(The City only requires a Federal Tax ID Number, not a Social Security number.)

**EMERGENCY CONTACT PERSON:** Yinet Quintana

Phone: 305-505-5565

Fax: N/A

Cell: 305-505-5565

**INSURANCE COMPANY NAME:** USI Insurance Services, LLC/CL

Agent Contact: Brian Peralta

Phone: 305 669-6000

**EXPERIENCE:**Years in business: 12Years in business under this name: 12Years performing this scope of work services (Minimum 3 years required): 12**Group I – Installation of RICIPP Lining – Stormwater**Years of experience: 12Installation of 50,000 LF of 8-60inch liner in the State of Florida ☒ Yes ☐ NoThree (3) installs of large diameter pipe of 30-60inch pipe ☒ Yes ☐ No

If yes, please complete the following:

<u>Project</u>	<u>Client</u>	<u>Description</u>
Broward County PNC2122793B1	DP Development, LLC	2792 LF CIPP lining, 12" to 36" of CIPP lining of Riverside Drive between Royal Palm Blvd and Atlantic Blvd
FDOT E7P38-R0	FDOT District 7	1,149.3 LF CIPP, 0 to 48"
FDOT E1V45-R0	FDOT District 1	2,989.5 LF CIPP Lining, 0 to 48"
FDOT E5X53	FDOT District 5	215 LF CIPP lining, 0 to 60"

(See Group I section 1.2 paragraph 2 for details on experience qualifications)

**Group II – Injection of Flowable Fill Into Cavities or Voids Along Deficient Storm Sewers**Years of experience: 12Three (3) years' experience with the means and methods of the materials utilized and the installation procedures ☒ Yes ☐ No

If yes, please complete the following:

<u>Project</u>	<u>Client</u>	<u>Description</u>
Y17-1119: Stormwater Pipe Video Inspection, Cleaning, Sealing & Related Services [Nov 2020]	Orange County	36,896 CF Flowable Fill
FDOT E4S67; Broward SD Maintenance & Repairs [Apr. 2020]	FDOT District 4	43 CF Flowable Fill Injection
Y20-102-RM: Stormwater Pipe Video Inspection, Cleaning, Sealing & Related Services [Jan 2023]	Orange County	99.5K CF cement-based grout injection

(See Group II section 1.2 paragraph 1 for details on experience qualifications)

## Group III – Internal Joint Seal (Rubber) for Storm Water Pipes

Years of experience: <sup>12</sup> \_\_\_\_\_One (1) year of experience with the seal to be furnished ☒ Yes ☐ NoSeal technology furnished has three (3) years of minimum installed history: ☒ Yes ☐ No

If yes, please complete the following:

<u>Project</u>	<u>Client</u>	<u>Description</u>
Storm Drain Maintenance & Repairs [Jan 2014]	Indian Creek Village	20 internal joint seals
E5V32 [Feb 2023]	FDOT District 5	Installation of internal band seals [0-36"]
Y17-1119 Stormwater Pipe Video Inspection, Cleaning, Sealing & Related Services [Nov 2020]	Orange County	Installation of internal band seals, 2.8K LF storm pipe joints sealed (15 to 72 in.)

(See Group III section 1.2 paragraph 1 for details on experience qualifications)

## Group IV – Injection of Chemical Grout Into Cavities or Voids Along Deficient Storm Pipes and Drainage Structures

Years of experience: <sup>12</sup> \_\_\_\_\_Three (3) years' experience with means and methods of the materials utilized and the installation procedures ☒ Yes ☐ No

If yes, please complete the following:

<u>Project</u>	<u>Client</u>	<u>Description</u>
Broward County Project 512, Improvements to Pine Island Road [Feb 2014]	M.Villa & Associates	220 LF chemical grout sealing, chemical grout sealing of 10 structures/manholes
E4U40 [Oct 2019]	FDOT District 4	Chemical grout repair stormwater 0-24"
E8T42 Florida Turnpike Culvert [May 2023]	Ranger Construction	Injection of chemical grout 2 manholes

(See Group IV section 1.1 paragraph 1 for details on experience qualifications)

## Group V – General Repair, Resurfacing, Sealing of Structures With Protective Coating System

Years of experience: <sup>12</sup> \_\_\_\_\_

Three (3) years' experience with means and methods of chemical grout sealing, sealing of various storm pipe infrastructure, and seal storm pipe joints of various diameters by the man-entry internal joint sealing method: ☒ Yes ☐ No

If yes, please complete the following:

<u>Project</u>	<u>Client</u>	<u>Description</u>
City of Palm Bay, San Fillipo Manhole Coating [Apr 21]	Bradley Construction Co. Inc.	700 sq ft of manhole repair
ITB-22-09 [Apr 23]	Miami-Dade Expressway Authority	Cleaning and sealing of 304 manholes
VOWL Unit 41/44 Repairs [July 24]	Rainey Construction	Pressure grouting and internal joint seal 18-48" stormwater pipe

(See Group V section 1.1 paragraph 1 for details on experience qualifications)

## Group VI – Specifications for Preparatory Cleaning and Root Removal

Years of experience: <sup>12</sup> \_\_\_\_\_

Three (3) years' experience with the preparatory cleaning of sewer lines and manholes and rehabilitation of pipes impacted by root intrusion: ☒ Yes ☐ No

If yes, please complete the following:

<u>Project</u>	<u>Client</u>	<u>Description</u>
DRM-SCT-2022 [Aug 22]	Miami-Dade County	3.5K LF Pipe cleaning (18 to 42+ in), 2.9K LF Cleaning of Slab Covered Trenches
RFP No: 22-0726200 [Apr 23]	City of Opa-locka	4262 LF Hydro Jet Storm Drain Cleaning and Root Removal
E4S67 [Apr 20]	FDOT District 4	118,818 LF storm drainage desilting and root removal

(See Group VI section 1.1 paragraph 1 for details on experience qualifications)

## Group VII – Investigate and Video Inspection Services

Years of experience: 12

Three (3) years of experience conducting video inspection of storm drainpipes, manholes, and inlets. Additionally, created a written report with detailed map of deficiencies ☒ Yes ☐ No

If yes, please complete the following:

<u>Project</u>	<u>Client</u>	<u>Description</u>
No 23-00246 [Apr 23]	City of Wildwood	32K LF stormwater pipe cleaning & CCTV inspection (0-60 in.)
BEC65: Storm Drain Video Inspection Services [Mar 23]	FDOT District 8, Turnpike Enterprise	Desilting & CCTV video inspection of pipes (0 to >61 in)
PW 2019-02; Storm & Sanitary Cleaning & Inspection [Sept 21]	City of St. Augustine	Clean/TV inspection 65,696 LF storm and sanitary sewer
<hr/>		

(See Group VII section 1.1 paragraph 1 for details on experience qualifications)

**WRITTEN QUESTION(S) FORM:**

Any questions relative to interpretation of specifications or the solicitation process must be addressed to the City in writing. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Written questions must be received at least ten (10) days prior to the solicitation due date. Written questions received within ten (10) days of the solicitation due date will not be responded to. Please submit all questions to the Purchasing Agent as identified in this Invitation for Bids. This form is provided for your convenience, however, emails to the Purchasing Agent are acceptable.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

**SOLICITATION NUMBER:** ITB 24-20

**DATE SUBMITTED:** 07/10/2024

**SOLICITATION TITLE:** Storm Sewer Rehabilitation

**COMPANY NAME:** Flotech Environmental, LLC

**ADDRESS:** 657 South Drive, Suite 401

**CITY:** Miami **STATE:** FL **ZIP:** 33166

**CONTACT NAME:** Jose L. Ferre **PHONE:** (866) 299-3323

1. N/A
2.
3.
4.
5.

**END OF SECTION**

## SECTION 00050

### GENERAL BIDDING CONDITIONS

**BIDDER:** To ensure acceptance of the bid, follow these instructions.

**NOTE: WHEN A CONFLICT OF ANY SPECIFICATIONS, CONDITIONS, AND/OR DIRECTIVES OF THE CONTRACT DOCUMENTS OCCUR THE BIDDER SHALL BASE BID ON THE MOST RESTRICTIVE SPECIFICATION, CONDITION, AND/OR DIRECTIVE.**

Thank you in advance for your interest in doing business with the City of Oviedo.

If you are interested in preparing a response to this solicitation, please read the bid package in its entirety prior to submitting a bid response. The City reserves the right to waive minor, nonmaterial irregularities in any or all qualifications and accept or reject any or all submittals, or to re-advertise. The City may withdraw all or part of this solicitation at any time to protect the interest of the City.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

**REQUESTING THE SOLICITATION DOCUMENT:** The City of Oviedo Purchasing Division is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, VendorLink. There is no charge to register with VendorLink and/or to participate in the solicitation process. Vendorlink is used for the submission of electronic bids. Vendors may also make an appointment with the City of Oviedo Purchasing Division to obtain such information.

**ON-LINE PROVIDER DISCLAIMER:** Although not required, it is recommended that firms register and maintain their registration with VendorLink at [www.MyvendorLink.com](http://www.MyvendorLink.com). This is a third-party vendor that provides a platform to communicate solicitation information to the Public. VendorLink does not represent the City nor does communications through this provider constitute communications to the City. The City of Oviedo is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

**AMERICANS WITH DISABILITIES ACT:** Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Division at 407-971-5534, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

**TITLE VI:** No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration

Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of Oviedo.

**ASSIGNMENT:** The Bidder shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

**BID OPENING:** Electronic bids shall be received in accordance with the instructions in the bid document. Bid opening shall be public on the specified date as outlined in the bid document. All bids that have been received in a timely manner will be opened, recorded and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. Bids received after the specified date and time will not be accepted. Bids will not be accepted by hard copy, telephone or facsimile.

**Public Opening: Via Zoom at [www.zoom.us](https://www.zoom.us), Meeting ID: 816 0254 6520 Pass Code: 413892**

**CANCELLATION:** The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

**COLLUSION AMONG FIRMS:** More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one proposal submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

The bidder, by affixing its signature to this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**CONFLICT OF INTEREST:** The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches or affiliate companies.

**DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City of Oviedo City Manager shall be final and binding on both parties.

**EFFECTIVENESS AND DURATION:** A sample Agreement, of which is attached as "Exhibit A", will be the contracting mechanism for the bid award. This agreement may not be amended and any exceptions noted by the bidder to this document will not be considered. Exhibit A is an example only and shall not be included as part of your submittal. The agreement alone will not authorize the work or purchase of materials or require the City to place any orders for work or materials. Required services and/or materials will be specifically enumerated, described and depicted in the Purchase Order or Work Order authorizing the purchase of the specific service and/or materials.

During the term of the Contract, the City may require changes which alter the contract specifications provided that such changes are within the general scope of the contract. The parties agree to renegotiate to comply with any applicable current or revised state laws, regulation, or increases/decreases in allocations making any changes in the contract necessary. Modifications of provisions shall only be valid through execution of a formal contract amendment, and duly signed by both parties. There are no obligations to agree by either party.

The City will consider price adjustments resulting from increases in raw material costs, manufacturing price increases, imposition of costs not contemplated at the time this bid was released, etc., if rendered by written notice of vendor's price increase (i.e. letter, invoice, etc. from manufacturer, agency or other regulatory authority). Any requests for price adjustments must be submitted to the Public Works Director in writing. If the Public Works Director concurs with the adjustment, the request will be presented to the City Manager and/or City Council who may approve or deny the request. Any approval will be in the form of an amendment to the Contract and shall be signed by both parties. Price increases will not be considered during the first year of the contract.

**DELIVERY:** The Contractor shall be responsible for delivery of all items in good condition at the delivery location on each purchase order. Deliveries shall be made during the City's normal operating hours. It shall be the responsibility of the Contractor to coordinate the jobsite delivery and placement of materials required for completion of the project with the assigned City representative. Contractor shall file with the carrier all claims for breakage and other losses. The City shall document packages not received in good condition. In the event the goods and/or contractual services are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product at the Contractor's expense.

**FREIGHT TERMS:** Bid prices shall include delivery, Free on Board (F.O.B.) destination, freight prepaid and shall include cartage, drayage, packing etc., delivered to and unloaded at the receiving site designated on the purchase order. The Contractor pays and bears all freight related charges, owns goods in transit, and files any claims.

**REMOVAL OF DEBRIS:** The Contractor shall be responsible for the prompt removal of all debris from the worksite, which is a result of its activities. The Contractor shall not use the trash receptacles located on City property. Any debris left at the worksite must be removed within 24

hours' notice from the City. The Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.

**FEDERAL AND STATE TAX:** The City of Oviedo is exempt from Federal and State Sales and Use Taxes for tangible personal property. Contractors doing business with the City shall not be exempted from paying sales tax to their Suppliers for materials to fulfill contractual obligations with the City nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

**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 Seminole County, Florida. In the event that a suit is brought for the enforcement of any term of the contract(s).

**JUDGEMENTS/LEGAL FINDINGS:** By submitting this bid for consideration, the Bidder affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

**LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

**LIABILITY:** The City of Oviedo assumes no responsibility for the cost of preparing this Invitation to Bid. The awarded Bidder(s) shall hold and save the City of Oviedo, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirement of the Purchase Order or Contract which may result from award of this solicitation.

**MISTAKES:** In the event of extension errors, the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk.

**PAYMENT:** In order for the City to provide payment, the Bidder shall submit a fully documented invoice that provides the basic information set forth in the agreement. The invoice shall be submitted to the City within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a City representative has reviewed and approved the service.

The Bidder shall be paid upon submission of invoices to the Accounts Payable, City of Oviedo, 400 Alexandria Blvd, Oviedo, Florida 32765. Invoices are to be billed at the prices stipulated on the

Purchase Order and as outlined in this bid. All invoices must show the City of Oviedo Purchase Order Number.

**PUBLIC RECORDS:** The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

**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 407-971-5504, ELIANNE RIVERA, CITY CLERK, CITY OF**

**OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765,  
[ERIVERA@CITYOFOVIEDO.NET](mailto:ERIVERA@CITYOFOVIEDO.NET)**

**QUALIFICATIONS OF RESPONDENTS:** The Contractor should have 3 years work experience in Storm Sewer Rehabilitation for commercial accounts. Before awarding the bid, the City of Oviedo reserves the right to require the bidder to submit such evidence of his/her 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 bidder.

**RESPONSIVENESS:** Responses shall conform in all material respects to the solicitation in order to be considered for award. Any bid which fails to conform to the solicitation's essential requirements may be rejected. Any Bid which is not provided on the City form or fails to include the requested information, may be considered non-responsive and disqualified from consideration for award. The City shall notify any bidder in writing whose bid has been deemed non-responsive.

**RIGHT OF REJECTION BY THE CITY:** Notwithstanding other provisions of this bid document, the City reserves the right to award this contract to the firm that best meets the requirements of the City. Further, the City reserves the right to reject any or all submittals prior to execution of the contract, with no penalty to the City.

**SIGNATURE OF BIDDER:** The Bidder shall sign the Bid response forms in the space provided for the signature. If the Bidder is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the company name and the words, "Member of Firm", should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Bid response on behalf of the corporation shall be stated. An electronic signature may be used and shall have the same force and effect as a written signature.

**STATE REGISTRATION REQUIREMENTS:** Any corporation submitting a bid in response to this solicitation shall either be registered or have applied for registration with the Florida City 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>).

**VERIFICATION OF EMPLOYMENT STATUS:** The Contractor is required to be registered with the U.S. City of Homeland Security's E-Verify. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subconsultants, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the

subconsultant during the contract term. Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid or proposal in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification Certification form attached to this solicitation.

A public employer, consultant, or subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If the City terminates the contract for the foregoing reason, the consultant will be liable for any additional costs incurred by the City as a result of the termination of the contract.

### **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

### **PURPOSE**

The City of Oviedo is soliciting bids to procure a qualified Contractor for the storm sewer rehabilitation for City of Oviedo. The Contractor shall furnish all labor, materials and equipment necessary for the sewer rehabilitation within the City of Oviedo.

### **EVALUATION OF BIDS**

Awards shall be made to the responsive and responsible bidder(s) whose bids are determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth below:

- A. Price
- B. Qualifications of the Bidder
- C. References

The successful bidder must be registered on Sunbiz and licensed to do business in the State of Florida.

### **REFERENCES**

The Bidder shall provide a minimum of three (3) previous and current clients including name, address, phone number, e-mail address, contact person, project description and cost. The references must include previous or current projects similar to the scope of work for this bid.

The City intends to conduct reference checks of those clients. These checks will be used to validate the Bidder’s past performance and determine overall satisfaction with the Bidder’s services.

**BID AWARD:** This bid may be awarded to one or more Contractors, in part or in whole. The City of Oviedo also reserves the right to accept or reject any or all bids which they may deem to best serve the interest of the City and the City reserves the right to waive technicalities or informalities.

The City has the sole discretion and reserves the right to cancel this solicitation, to reject any and all submittals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so. Contractors who are awarded contracts are asked to extend the same pricing and conditions to other entities who may want to “piggy-back” a City of Oviedo Bid.

The selected bidder(s) will be expected to execute the City’s standard agreement provided in Exhibit A and provide all the needed insurance certificates and endorsements per that agreement.

Each bidder shall become familiar with all the terms contained in the agreement and be willing to execute the agreement before submitting a bid. There shall be no exception to either the scope of services or the terms of the agreement. The services to be provided under the agreement will be provided on an as needed basis using work orders and purchase orders issued by the City.

A Purchase Order will identify the project on which the services are to be provided and the purchase order date shall be the authorization for the services to begin. During the contract period, the City of Oviedo shall reserve the right to seek qualifications and/or proposals from other individuals or firms for specialized projects, as deemed to be in the best interest of the City of Oviedo.

**ANTICIPATED TIMETABLE**

Release of Invitation to Bid	June 9, 2024
Deadline for Written Questions	July 1, 2024
Bid Due Date	July 11, 2024
Anticipated Award Date	August 2024

All dates are tentative. The City reserves the right to change scheduled dates.

**SUBMITTAL OF BIDS**

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink. The bid must be received no later than **2:00 PM JULY 11, 2024**.

To ensure correct bid formatting, bidders shall:

1. Submit Bid electronically through VendorLink.
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
3. Enable printing on files submitted.
4. Make sure all uploaded files are readable and not corrupt.
5. Contact VendorLink technical support at [support@evendorlink.com](mailto:support@evendorlink.com) if technical difficulties arise during bid submission.
6. Follow all instructions outlined in this ITB and provide all requested information.

An unsigned bid is not a valid offer, therefore, failure to sign in the space provided on the Bid Form will result in the bid being considered non-responsive and the bid rejected. It is not a minor technicality which the City reserves the right to waive. An electronic signature may be used and shall have the same force and effect as a written signature.

The City may ask awarded bidders to supply one (1) hard copy set with original, written signatures and original forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by the City.

All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes.

#### **RESPONSE DUE DATE AND TIME**

All responses are due no later than **2:00 PM Eastern Standard Time on July 11, 2024** or as may be revised by written addenda. Bids not in possession of the City by the due date and time shall be deemed late and shall not be considered for award.

The responsibility for submitting a bid before the stated due date and time is solely and strictly the responsibility of the bidder. The City is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence.

#### **QUESTIONS**

All questions concerning this solicitation shall be submitted in writing to the name and e-mail address listed below prior to 5:00 p.m. (Eastern Standard Time) on **July 1, 2024**. All responses to questions will be in the form of an addenda that will be posted on VendorLink.

Jacqueta Scott  
Procurement Manager  
E-mail: [purchasing@cityofviedo.net](mailto:purchasing@cityofviedo.net)

Respondents will be required to acknowledge receipt of addenda, if any, on the Acknowledgement of Addenda Form included in this bid document. It is the responsibility of the

prospective respondents to check VendorLink for addenda and other important information pertaining to this solicitation.

**PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bids and the responses thereto are in the public domain. However, the bidders are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from bidders in response to this Invitation to Bid will become the property of the City of Oviedo and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

**EFFECTIVE PERIOD OF BIDS**

All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than one hundred twenty (120) days from the proposal date to allow for the evaluation and selection process and proper execution of the Agreement.

**LICENSES, PERMITS, OR FEES**

It shall be the responsibility of the Bidder to obtain any and all licenses and permits as required, to complete these services. The license must be valid at the time of the bid opening, and throughout the term of any contract. A copy must be provided with the bid submission. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.

**DEBARRED OR SUSPENDED BIDDERS**

The Bidder certifies, by submission of its bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with any federal City or agency. The City reserves the right to reject any bid from a debarred or suspended Bidder or from a Bidder whose principals are debarred or suspended.

**ELECTRONIC SIGNATURES**

The successful bidder consents and agrees to the execution of documents using electronic signatures as allowed by the provisions of Florida Statutes §668.001-006 – The Florida Electronic Signatures Act of 1996.

**END OF SECTION**

**SECTION 00051**

**PUBLIC ENTITY CRIME INFORMATION STATEMENT**

All invitations to bid as defined by Section 287.012(16), Florida Statutes, requests for proposals as defined by Section 287.012(22), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

**“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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 works; may not submit bids, proposal, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, sub-contractor, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”**

All vendors who submit a Bid or Request for Proposal to the City of Oviedo, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

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

\_\_\_\_\_  
Managing Member  
Authorized Signature and Title

Date: 07/10/2024

Jose L. Ferre, Managing Member  
\_\_\_\_\_  
Print Name and Title

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

**END OF SECTION**

## SECTION 00052

### AFFIDAVIT OF BIDDER

**BEFORE ME**, the undersigned authority duly authorized by the laws of Florida to administer oaths, personally, appeared, Jose L. Ferre, who having been first duly sworn, says:

1. I represent, Jose L. Ferre, the bidder relating to the following project of the City of Oviedo: **STORM SEWER REHABILITATION**
- 2.
3. In order to comply with City of Oviedo directives and implement, the provisions of State law [Committee Substitute for House Bill 735 (Chapter 2002-67, *Laws of Florida*)], I have ensured and the bidder has ensured that any and all documents such as building plans, blueprints, schematic drawings and diagrams, regardless of the status of the documents (draft, preliminary or final), which depict the internal layout and structural elements of the proposed City of Oviedo facility which is the subject of this procurement activity that have been provided to the bidder by the City have been maintained by the bidder and any and all persons or entities participating in the bid with the bidder in such manner that has ensured and will ensure that the exempt status of the information was and will be protected.
4. Further, I have protected and safeguarded and the bidder has protected and safeguarded the above-referenced documents from public dissemination.
5. Further, I have ensured and the bidder has ensured that the following persons and entities: all subcontractors (potential or contracted) of recipient, all employees, agents, officers and any other persons associated with the bidder; have taken the actions as described in paragraphs 2 and 3 of this Affidavit.

**UNDER PENALTIES OF PERJURY**, I declare that I have read the foregoing Affidavit and that the facts stated in it are true to the best of knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
Signature

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Affiant is personally known to me/produced \_\_\_\_\_ as identification, and did take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**END OF SECTION**

## SECTION 00060

### CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA

CITY OF Oviedo

Before me, the undersigned authority, personally appeared

Jose L. Ferre, who was duly sworn, deposes, and states:

1. I am the Managing Member of  
Flotech Environmental, LLC with a local office in  
Orlando, Florida and principal office in Miami, Florida.  
(City & State) (City & State)
2. The above-named entity is submitting a Bid for the City of Oviedo, described as:  
  
**Bid No. 24-20 – STORM SEWER REHABILITATION FOR CITY OF OVIEDO**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them, have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's Ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Oviedo.
9. I certify that no member of the entity's Ownership, management, or staff has a vested interest in any aspect of the City of Oviedo.

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Oviedo.

07/10/2024

Signed

Dated

Jose L. Ferre, Managing Member

Typed Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Personally known \_\_\_\_ OR produced identification \_\_\_\_\_. Identification type: \_\_\_\_\_

Notary Public: State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary public

My commission expires \_\_\_\_\_

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

**END OF SECTION**

**SECTION 00070****COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS****(\$448.095, Florida Statutes – E-Verify)**

The E-Verify system is an internet-based system operated by the United States City of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of Oviedo to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of subconsultants for the duration of the contract with the City of Oviedo.

Consultant Name: Flotech Environmental, LLC

Consultant E-Verify Registration Number: 1609065

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of Oviedo.
4. That the consultant will maintain affidavits of subconsultants engaged to perform work on any and all contracts with the City of Oviedo.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of Oviedo, subjecting the consultant to liability for additional costs incurred by the City of Oviedo as a result of the termination of the contract.

By: \_\_\_\_\_

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

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this \_\_\_\_ day of \_\_\_\_\_, 2024. S/He is personally known to me or has produced \_\_\_\_\_ as identification. \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

**SECTION 00080**

**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135  
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Flotech Environmental, LLC

FEIN: 45-4556187

Authorized Representative Name and Title: Jose L. Ferre, Managing Member

Address: 657 South Drive, Suite 401

City: Miami State: Florida Zip: 33166

Phone Number: (866) 299-3323 Email Address: estimating@flotechllc.com

Certified By: Jose L. Ferre, Managing Member,  
*Print Name*
*Print Title*

who is authorized to sign on behalf of the above referenced company.

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

## SECTION 00100

### INSTRUCTIONS TO BIDDER

#### 1. GENERAL

##### 1.1 Project Identification

Bids are requested for the **STORM SEWER REHABILITATION** for the City of Oviedo, hereinafter called the OWNER, to be performed in compliance with the Contract Documents prepared by, the City of Oviedo, 400 Alexandria Boulevard, Oviedo, Florida 32765. The "ENGINEER" shall be defined as the City Engineer for the City of Oviedo or his representative. The term "PROCUREMENT MANAGER" shall be defined as the City of Oviedo Procurement Manager or a representative.

##### 1.2 Official Bid Documents

###### A. Definition

Bidding Documents include the Advertisement for Bids, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.

###### B. Official Bid Documents

The official bid documents, including specifications and Bid Form, are available through **VendorLink at 1-407-222-1885 or [www.myvendorlink.com](http://www.myvendorlink.com), document number 24-20.**

It is mandatory that interested bidders request the bid documents directly from **VendorLink** prior to submitting a bid. This is necessary to assure that bidders have a complete official bid package and to record interested bidders' information for issuance of any addenda.

Bids will not be accepted from bidders who have obtained bid documents from any other party other than **VendorLink**.

###### C. Addenda

Addenda will be mailed or otherwise delivered to all plan holders who received a complete set of Bidding Documents from **VendorLink**. All Addenda issued during the time of bidding shall form a part of the Contract Documents, shall be covered in the Bid, and shall become a part of the Contract. Receipt of each Addendum shall be acknowledged on the Bid Form; failure to do so may subject the Bidder to disqualification. It shall be the Bidder's responsibility to ensure that they have received all Addenda prior to bid. The OWNER or PROCUREMENT MANAGER shall not be responsible for non-receipt or untimely receipt of Addenda due to acts of the delivering agency or any other cause.

### 1.3 Examination of Documents and Inspection of Site

Before submitting a Bid, Bidders shall carefully examine the Bidding Documents and inspect the project site to fully inform themselves of all existing conditions and limitations. Each Bidder, by submitting his Bid, represents that he has so examined the Bidding Documents and inspected the site, that he understands the provisions of the Bidding Documents and that he has familiarized himself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions which could have been determined by such examinations.

### 1.4 Bidding Procedure

#### A. Form of Bid

1. Each Bid shall be submitted on the Bid Form prepared by the ENGINEER included as one of the Bidding Documents. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter or manually in ink. When a Bidder submits a Bid with spaces containing erasures or other changes, each erasure or change must be initialed by the person signing the Bid.
2. The Bidder must fill in all relevant blank spaces. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the amount in words shall govern. In Unit Price Type Bids, the Bidder must furnish a Unit Price for all items, regardless of the quantity. In case of discrepancy between the Unit Price and the Total Amount, the Unit Price shall govern.
3. No conditional Bids will be accepted. Alternate Bids will not be considered unless called for. Oral proposals or modifications will not be considered.
4. The Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.

#### C. Submission of Bids

1. The Bid and any other documents required to be submitted with the Bid shall be enclosed in the sealed bid package. For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink. The bid must be received no later than **2:00 p.m. on July 11, 2024.**

To ensure correct bid formatting, bidders shall:

- a. Submit Bid electronically through VendorLink.
- b. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
- c. Enable printing on files submitted.
- d. Contact VendorLink technical support at [support@evendorlink.com](mailto:support@evendorlink.com) if technical difficulties arise during bid submission.
- e. Follow all instructions outlined in this ITB and provide all requested information.

An unsigned bid is not a valid offer, therefore, failure to sign in the space provided on the Bid Form will result in the bid being considered non-responsive and the bid rejected. It is not a minor technicality which the City reserves the right to waive. An electronic signature may be used and shall have the same force and effect as a written signature.

The City may ask awarded bidders to supply one (1) hard copy set with original, written signatures and original forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by the City.

All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes.

2. Bids will be officially recorded as received in the PROCUREMENT MANAGER's office **ONLY**. The time/date stamp located on VendorLink will serve as the official authority to determine lateness of any bids.

Under no circumstances will bids delivered after the due date and time specified be considered. Bids received after the due date and time will be disqualified as late bids and will not be recorded as a responding Bidder. Late bids will be returned to the Bidder unopened.

**Do not return the entire bid package.** Only the Bid Form, any other required forms and each accompanying sheet on which an entry has been made by the Bidder should be returned in the sealed envelope.

To facilitate the evaluation process, each bidder shall submit the bid in duplicate original Bid Form, marked original with attachments and one copy of the Bid Form and all attachments.

The Bidder represents that the article(s) to be furnished under this Invitation to Bid is/are new and unused, unless specifically so stated, and that the quality has not deteriorated so as to impair its usefulness.

**D. Modification and Withdrawal**

1. Bids may not be modified after submittal.
2. Bidders may withdraw Bids at any time prior to the Bid Opening time and date. Withdrawal requests shall be made in writing and must be received by the OWNER before the time and date stated or as addended for the Bid Opening. Properly withdrawn Bids will be returned unopened to the person or firm submitting the Bid.
3. A Bidder who withdraws his Bid may submit a new Bid in the same manner as specified herein under "Submission of Bid". A Bid submitted in place of a withdrawn Bid shall be clearly marked as such on the outside of the envelope and on the Bid Form.
4. If a Contract is not awarded within sixty (60) calendar days after opening of Bids, a Bidder may file a written request with the OWNER for the withdrawal of his Bid.

**1.5 Consideration of Bids and Basis of Award****A. Basis of Award**

1. Except in cases where the OWNER exercises the right to reject all Bids, the Contract will be awarded by the OWNER as soon as practical after Opening of Bids, to the most responsive, responsible Bidder as the best interest of the City of Oviedo may require.
2. The most responsive, responsible Bid shall be the Bid that best serves the needs of the OWNER, as solely determined by the OWNER. Bidder, by submitting a Bid, accepts the OWNER's right to determine the most responsive, responsible Bid.
3. The OWNER exercises the right to reject all Bids that, in the OWNER's sole discretion, per unit item cost, are uneven or unbalanced.

**B. Evaluation of Responsiveness**

1. The responsiveness of Bidders will be judged on the basis of the completeness of the Bid submitted. To be responsive, a Bid must be submitted on the forms provided as part of the Bid Documents and shall include the following:
  - a. Bid Form (Section 00300) with all of the following properly completed:
    - (1) Acknowledgment of receipt of all Addenda.
    - (2) Bid Amount.
    - (3) Signatures required for a binding Bid.
  - b. Public Entity Crime Information Statement

- c. Affidavit of Bidder
  - d. Conflict of Interest Statement (Section 00060).
  - e. Drug-Free Workplace Certification Form (Section 00420).
  - f. Trench Safety Statement (Section 00430).
  - g. Non-Collusion Affidavit of Bidder (Section 00440).
  - h. Dispute Disclosure Form (Section 00460).
  - i. Statement of Insurance Compliance (Section 00640).
  - j. Compliance with Employment Eligibility Requirements
  - k. Certification Regarding Prohibition Against Contracting With Scrutinized Companies
  - l. Byrd Anti-Lobbying Certificate, Debarment/Suspension Certificate, Civil Rights Compliance Provision. (See Attachment B)
  - m. Proof of Insurance and Current W-9 Form
  - n. A list of all sub-contractors to be utilized by the Bidder for the contract work.
  - o. A list of three or more business references and contact names for similar construction projects.
  - p. Evidence of qualification and licensing to do business in the State and locality of this project.
  - q. Evidence of corporate or joint-venture certification in the state if two or more corporate entities respond as a single Bidder.
- 2. If, upon opening the Bid, any of the items required to be responsive are found to be missing or incomplete, the Bidder will be judged non-responsive.
  - 3. Bid proposals must be signed by the Bidder with his signature in full. When a firm is the Bidder, the bid proposals shall be signed in the name of the firm by one or more of the partners. When a corporation is the Bidder, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office, and affix the corporate seal.

C. Evaluation of Responsibility

- 1. To be judged responsible, the Bidder shall meet the following standards:

- a. Must demonstrate that he has adequate financial resources for performance, the necessary experience (including experience in constructing a similar project), organization, technical qualifications, and facilities, or a firm commitment, arrangement, or ability to obtain such (including proposed subcontracts).
  - b. Be able to comply with the required completion schedule for the project.
  - c. Have a satisfactory record of integrity, judgment, and performance as a corporation (including its shareholders and officers), or as a sole proprietorship, including in particular, any prior performance upon contracts from the State and the OWNER. Any parties currently under litigation with the OWNER may be judged non-responsible
  - d. Have an adequate financial management system and audit procedure which provides efficient and effective accountability and control of all property, funds, and assets.
  - e. Submit evidence of experiences on projects similar in character, size and value, which has been satisfactorily completed and which are now in satisfactory operation, and showing the location, the OWNER's name and address, the money value of the work, and a brief description of the project.
  - f. Conform with the civil rights, equal employment opportunity, and labor law requirements of the Bid Documents.
  - g. Demonstrate his ability to perform the work within the Contract Time. This demonstration of ability shall include:
    - (1) Performance of the Bidder (the Corporation or proprietorship as a whole) as a prime CONTRACTOR on projects of similar size and type as this Contract;
    - (2) A list of equipment and quantities currently owned or under lease to the Bidder and available for this work; and,
    - (3) Proper licensing of the Bidder to perform the Contract work required. Proper licensing shall be as determined by the Florida Construction Industry Licensing Board.
2. Within seven calendar days after being notified of being the apparent most responsive, responsible Bidder, the Bidder shall submit the following information to the OWNER for evaluation to determine compliance with the responsibility requirements:

- a. A statement of the Bidder's organization, including resumes of key personnel, especially those personnel proposed for work on this Project.
  - b. A summary of the Bidder's construction experience, including current and past projects. Provide names, addresses, phone numbers, and contact persons for references.
  - c. A current (within the last 12 months) audited financial statement prepared in accordance with generally accepted accounting procedures. The financial statement shall include, as a minimum, an income statement, a statement of changes and related footnotes, a balance sheet, and certification that the financial status of the company has not materially changed since the audit
- 3. Except as specified under the heading "Evaluation of Responsiveness", if any information required by the Bidding Documents to be submitted with the Bid or subsequent to Bidding but prior to Award is not submitted as required, the Bid will be considered irregular. Failure to promptly correct the irregularity upon notification by the OWNER may cause the Bidder to be judged non-responsible. Bidders may then be disqualified at the discretion of the OWNER.
- D. Substitutions will **NOT** be considered after receipt of the BIDDER's Bid, unless specifically requested in writing by the CONTRACTOR with justification and acceptance in writing by the OWNER and ENGINEER
- E. In order that the ENGINEER may determine if the proposed substitute item is a satisfactory alternate to those specified, one set of drawings, specifications, full descriptive material as noted in the Section General Requirements, shall be submitted with proposal. In the event that the ENGINEER does not accept the material or equipment for use as a substitute, then the material or equipment listed in the Contract Documents shall be furnished for the amount of the BASE BID. In the event that the ENGINEER allows the material or equipment for use as a substitute, the proposed substitute material or equipment shall be furnished and the CONTRACTOR's Bid Price shall be adjusted accordingly.
- F. If the CONTRACTOR furnishes an acceptable alternate unit, he shall notify the ENGINEER in writing of all dimensional, mechanical, electrical, and structural changes and/or requirements for the unit's use and shall reimburse the ENGINEER through the OWNER for any associated redesign and/or construction drawings. He shall include in his bid the additional construction costs of mechanical, architectural, structural, electrical, and Engineering costs of that alternate unit. The bid shall also include any paid-up licenses necessary for the use of the equipment, if required by the manufacturer.
- G. Trade Names: In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive, but not restrictive, and only to indicate to the prospective bidder articles that will be satisfactory. Bids on the other makes and catalogs will be considered provided each bidder clearly in his bid or proposal exactly describes what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The City hereby reserves the right to approve as an equal, or reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful CONTRACTOR after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

#### **1.6 Bidder's Interest in More Than One Bid**

No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid for the same work, unless Alternates are called for. A person, firm, or corporation who has submitted a sub-bid to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-bid or quoting prices to other Bidders.

#### **1.7 Major Equipment**

Each Bidder must indicate in his Bid the equipment manufacturers of Major Equipment he will provide if awarded the Contract. The Bidder shall list one manufacturer for each piece of equipment. If the Bidder fails to indicate a manufacturer or indicates a manufacturer that is not applicable or lists more than one manufacturer, the OWNER will state what manufacturer is to be furnished.

#### **1.8 Employment and Wage Requirements - Not applicable**

#### **1.9 Information Regarding Buy American Provision - Not applicable**

#### **1.10 Subcontracts**

Bidder's attention is invited to Florida State Statutes, Chapter 455.228, which describes the enforcement proceedings regarding the use of unlicensed professionals.

#### **1.11 Certificates and Licenses**

Bidders must be qualified under Florida Law to perform the Contract work required and present a copy of the CONTRACTOR license issued by the Florida Dept. of Professional Regulation prior to award of the contract.

#### **1.12 Florida Statutes, Section 287.133(3) (a) - Public Entity Crimes Refer to Section 00051.**

**1.13 Florida Trench Safety Act**

Bidders must comply with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990, by completing and submitting with sealed bid, FLORIDA TRENCH SAFETY ACT STATEMENT, copy of which is included as part of these Contract Documents.

**END OF SECTION**

## SECTION 00200

### INFORMATION AVAILABLE TO BIDDERS

**1.1** The ENGINEER has relied upon the following information. This information is for general information only and shall not be considered a part of the Bidding or Contract Documents.

**1.2 Listing of Information Available to Bidders**

**A. Reports and Investigations**

Title	Date	Prepared by	Availability
N/A	N/A	N/A	N/A

**B. OWNER / CONTRACTOR Obtained Permits**

List of Permits (if applicable to the project)	Cost
1. City of Oviedo Permanent Sign Permit (based on the \$6.50 per \$1,000 valuation or fraction)	\$ 25.00 min
2. City of Oviedo Temporary Sign Permit	25.00
3. City of Oviedo Building Permits (25% of Permit fee)	\$ 25.00 min
4. City of Oviedo Site Development Order	
0 – 10 % Deviation	\$ 5,112.00
11- 20 % Deviation	\$ 5,264.00
21 – 31 % Deviation	\$ 5,864.00
5. City of Oviedo Clearing, Grading, and Tree Removal Permit	
Tree Removal per Tree	\$ 35.00
Environmental Permit	\$ 920.00
Environmental Permit Addl. Per Acre 25.00	\$ 25.00
6. City of Oviedo Right-of-Way Level I Permit – Driveway	\$ 60.00
7. City of Oviedo Right-of-Way Level II Permit	\$ 1,150.00
8. City of Oviedo Site Construction Type I Permit	\$ 2,040.00
9. City of Oviedo Site Construction Type II Permit	\$ 3,150.00
10. Seminole County Right of Way Permit	(*)
11. SJRWMD MSSW/ERP	(*)
12. NPDES Permit	(*)
13. FDEP Domestic Wastewater Collection/Transmission System	(*)
14. FDEP Public Drinking Water Facility Construction Permit	(*)
15. USACOE Permit	(*)

(\*) CONTRACTOR is responsible for cost determinations

- 1.3.** Utilities: Existing utilities have been shown on the Drawings insofar as information is reasonably available; however, it will be the CONTRACTOR's responsibility to identify and preserve all existing utilities whether shown on the Drawings or not. If utility conflicts are encountered by the CONTRACTOR during construction, the CONTRACTOR shall give sufficient notice to the OWNER and ENGINEER so that they may make the necessary adjustments. Damage to any utilities which, in the opinion of the OWNER and ENGINEER, is caused by carelessness on the part of the CONTRACTOR shall be repaired by CONTRACTOR at the CONTRACTOR's expense. Any delays ensuing from this damage will be considered as inexcusable.
- 1.4** Permits: The CONTRACTOR shall strictly adhere to the specific conditions or requirements of all permits issued by the governmental unit(s) or agency(ies) having jurisdiction over the Work. Whenever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

#### **END OF SECTION**

**SECTION 00300****BID FORM****1. GENERAL****1.1 Description**

The following Bid is hereby made to the City of Oviedo, hereafter called the OWNER. Bid is submitted by:

Legal Name: Flotech Environmental, LLC  
(Insert whether sole proprietorship, partnership or corporation.)

Address: 657 South Drive, Suite 401, Miami, FL 33166

Phone Number: (866) 299-3323 Fax Number: N/A

Contact Person: Jose L. Ferre

**1.2 The Undersigned:**

A. Acknowledges receipt of:

1. Project Manual (Specifications) for CITY OF OVIEDO, **STORM SEWER REHABILITATION** from the City of Oviedo, dated **JUNE 9, 2024**.

2. Addenda:

Number 1, dated 06/20/2024.

Number 2, dated 06/25/2024.

Number 3, dated 07/02/2024.

B. Has examined the site and all Bidding Documents and understands that in submitting his/her Bid, he/she waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for sixty (60) calendar days after the bid opening date.

2. To enter into and execute a contract with the OWNER, if awarded on the basis of this Bid.

3. To accomplish the work in accordance with the Contract Documents.

**1.3 Miscellaneous Requirements and Affirmations**

- A. Proposals (Bids) must be submitted in duplicate on this Bid Form
- B. I have completed and totaled the Bid Form (Attachment A) to reflect my bid amounts
- C. I have attached evidence of qualification and licensing to do business in the State and locality of this project.
- D. I have attached a list of all sub-contractors I will utilize for the Contract work.
- E. I have attached the following required items.
  - a. Bid Form.
  - b. Public Entity Crime Information Statement.
  - c. Affidavit of Bidder.
  - d. Conflict of Interest Statement.
  - e. Drug-Free Workplace Certification Form.
  - f. Trench Safety Statement.
  - g. Non-Collusion Affidavit of Bidder.
  - h. Dispute Disclosure Form.
  - i. Statement of Insurance Compliance.
  - j. Compliance with Employment Eligibility Requirements
  - k. Certification Regarding Prohibition Against Contracting With Scrutinized Companies
  - l. Byrd Anti-Lobbying Certificate, Debarment/Suspension Certificate, Civil Rights Compliance Provision (See Attachment B)
  - m. Proof of Insurance and Current W-9 Form
  - n. A list of all sub-contractors.
  - o. A list of business references.
  - p. Evidence of qualification and licensing.
  - q. Evidence of corporate or joint-venture certification in the state.

**1.4** RESPECTFULLY SUBMITTED, signed and sealed this 10 day of July, 2024

Contractor Flotech Environmental, LLC

Signature \_\_\_\_\_

Printed Name Jose L. Ferre

Title Managing Member

Business Address 657 South Drive, Suite 401

City Miami State Florida

ATTEST: \_\_\_\_\_

SECRETARY  
SEAL

**END OF SECTION**

**SECTION 00420****DRUG-FREE WORKPLACE CERTIFICATION FORM**

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that under a bid a copy of the statement specified in subsection 1 above.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available to whom is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this entire section.

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

	07/10/2024
Authorized Signature	Date
Jose L. Ferre	Managing Member
Printed Name	Title

**\*\* THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

## TRENCH SAFETY STATEMENT

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the cost of compliance with the applicable trench safety standards as follows:

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT QUANTITY	UNIT COST	EXTENDED COST
A. N/A	N/A	N/A	N/A	N/A
B.				
C.				
D.				
<b>TOTAL:</b>				

NOTE: The total cost shown herein is already included in the various items in the Total Base Bid in the CONTRACTOR's Proposal and is not additional to the pricing shown on the Bid Form, in Section 00300-3.

Bidder, by signature below, assures that the CONTRACTOR performing trench excavating will comply with the applicable Trench Safety Standards. Failure to complete the above and submit with the Bid Form along with other required bidding documents, may result in the bid being declared non-responsive.

**NOTE: BEFORE EXECUTION, CONTRACTOR IS REQUESTED TO REVIEW PAGE 00430-2 OF THIS SECTION.**

Submitted, signed and sealed this 10 day of July, 2024.

CONTRACTOR Flotech Environmental, LLC

By: \_\_\_\_\_  
Name: Jose L. Ferre Title: Managing Member

Business Address: 657 South Drive, Suite 401, Miami, FL 33166

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Seal

**NOTE:**

If the CONTRACTOR intends to install pipe by some other method than trenching under the definitions found in the Florida Trench Safety Act (90-96, Laws of Florida), he shall so indicate by outlining in the space provided below the method he proposes and how it will comply with the Florida Trench Safety Act and related OSHA Standards for the OWNER's evaluation.

The Cost of accomplishing the work by any alternate methods to trenching is included in the bid prices shown in the CONTRACTOR's Proposal. Outline of Alternate Method:

Submitted, signed and sealed this 10 day of July, 2024.

CONTRACTOR Flotech Environmental, LLC

By:

Name: Jose L. Ferre Title: Managing Member

Business Address: 657 South Drive, Suite 401, Miami, FL 33166

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Seal

**\*\* THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

**END OF SECTION**

SECTION 00440

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE OF Flotech Environmental, LLC

COUNTY OF Seminole

Jose L. Ferre, being duly sworn, deposes and says that:

1. He/She is Managing Member of \_\_\_\_\_  
(Title)  
Flotech Environmental, LLC  
(Company Name)

the bidder that has submitted the attached bid;

2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached bid or any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Oviedo, Florida or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, OWNERS, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signed  
Jose L. Ferre, Managing Member  
Typed Name and Title

07/10/2024  
\_\_\_\_\_  
Dated

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_. Identification type: \_\_\_\_\_

Notary Public: State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary public

My commission expires \_\_\_\_\_  
**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

## SECTION 00460

### DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the City of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☒ NO ☐

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this bid for the City of Oviedo **BID NO. 24-20, STORM SEWER REHABILITATION.**

Flotech Environmental, LLC

Firm

07/10/2024

Authorized Signature

Date

Jose L. Ferre, Managing Member

Typed Name and Title

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

## SECTION 00640

### CITY OF OVIEDO INSURANCE REQUIREMENTS

The selected Firm or Individual for all Bids will be required to name the City as an additional named insured with the following minimum coverages.

- A. Workers' Compensation** shall be maintained by the selected firm or individual for all employees engaged in the work under this Bid in accordance with the laws of the State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following.

\$1,000,000 Each Accident  
\$1,000,000 Each Employee  
\$1,000,000 Policy Limit for Disease

- B. Commercial General Liability Insurance** shall be maintained by the selected firm or individual with limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage-each occurrence  
\$1,000,000 Personal & Advertising Injury-each occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregates limit  
\$ 5,000 Medical Payments  
\$ 100,000 Fire Damage Legal Liability

Coverage shall include Contractual Liability and Independent Contractors Liability.

- C. Commercial Business Automobile Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.
- D. Pollution Liability Insurance** shall be maintained by the Contractor in the amount of \$1,000,000 for injury and/or property damage claims, applicable to the work being performed, caused by the release of, or the inability to properly manage or guard against the release of, hazardous materials.
- E. Professional Liability Insurance** the Contractor shall provide coverage in the amount of \$1,000,000 for damages resulting from negligence, misrepresentation, and errors and omissions, applicable to the work being performed.
- F. Excess Liability/Umbrella:** The selected firm shall provide coverage limits attaching to Commercial General Liability and Employers Liability combining for a total liability limit with underlying being at least **\$2 million** per occurrence, **\$2 million** aggregate.
- G. Other Required Insurance Coverage** where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high-risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the City.

All insurance minimum coverages extend to any subcontractor, and the General Contractor is responsible for all sub-contractors.

If the Contractor maintains broader coverage and /or higher limits than the minimum shown above. The City of Oviedo requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

The City reserves the right to alter or amend these requirements, to decrease or increase the requirements, without prior notice, depending on the scope of the contract and the risk factors involved.

## STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, Automobile Liability, Workers' Compensation, General Liability, Pollution Liability, Professional Liability, Excess Liability/Umbrella Insurance in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the City of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Flotech Environmental, LLC

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PROPOSER/BIDDER

---

AUTHORIZED SIGNATURE

Managing Member

---

OFFICER TITLE

07/10/2024

---

DATE

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

**END OF SECTION**

## SECTION 00700

### GENERAL TERMS AND CONDITIONS

#### ARTICLE 1 - CONTRACT DOCUMENTS

##### 1.1 Definitions

**When one of the following capitalized words, terms or phrases is used in this contract, it shall be interpreted or construed first as defined below, second according to its generally accepted meaning in the construction industry, and third according to its common and customary usage.**

**Agreement:** A written agreement between the OWNER and a CONTRACTOR for provision of goods, products, materials, equipment, systems, management supervision, labor and services required to construct all or part of this Project.

**CONTRACTOR:** An entity, including but not limited to a general contractor, a trade contractor or a construction manager, engaged directly by the OWNER pursuant to this Agreement.

**Construction Price:** The dollar amount for which a CONTRACTOR agrees to perform the Work set forth in this Agreement.

**Construction Documents:** Plans, specifications, change orders, revisions, addenda, supplementary conditions, and other information which set forth in detail the Work.

**Construction Schedule:** The timetable which sets forth pertinent dates for timely completion of the Work.

**Contract For Professional Services:** A written agreement between the OWNER and a Professional for provision of services and related items required to design or engineer all or part of this Project.

**Declaration of Substantial Completion:** Document declaring the Work substantially complete and suitable for occupancy or beneficial use by the OWNER.

**Final Completion:** The stage of construction when the Work has been completed in accordance with the Agreement and the OWNER has received all documents and Items necessary for closeout of the Work.

**Hazardous Substances:** The term "Hazardous substance" shall have the same meaning and definition as set forth in the Comprehensive Environmental Response compensation and Liability Act as amended, 42 U.S.C. § 6901 et seq, and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, and shall also include: (a) any Pollutant or Contaminant as those terms are defined in CERCLA; (b) any solid Waste or Hazardous constituent as those terms are defined by, or are otherwise identified by, the Resource Conservation and Recovery Act as amended, 42 U.S.C. § 6901 et seq, and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (c) crude oil, petroleum

and fractions of distillates thereof; (d) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling; and (e) any infectious or medical waste as defined by any applicable federal or state laws or regulations.

**OWNER's Related Parties:** Any parent, subsidiary or affiliated entities of the OWNER, including the respective officers, trustees, office holders, directors, shareholders, partners, and employees of each.

**Professional:** An entity, including but not limited to an architect, civil engineer or geotechnical engineer, engaged directly by the OWNER to provide design or Engineering services.

**Project:** The planned construction undertaking as more specifically defined in Section 01110: Summary of Work.

**Project Design Schedule:** The timetable which sets forth the required relationships between, and pertinent dates for, required completion of design and Engineering services, documents and related activities.

**Site:** The geographical location of the Project, usually defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.

**Substantial Completion:** The stage of construction when the OWNER can occupy or beneficially use satisfactorily completed work for its intended purpose.

**Total Project Construction Cost:** The total cost to the OWNER to complete construction of the Project, including, without limitation the Work, the cost of utilities, the cost of fees for permits and licenses, and modifications necessitated by local conditions.

**Work:** Any and all computers, construction machinery, documents, equipment, facilities, fixtures, furnishings, goods, heat, items, labor, licenses, management, materials, permits, products, services, supervision, supplies, systems, taxes, testing, tools, utilities, transportation, vehicles, and water, required to be performed or supplied and/or necessary for proper execution and completion of the Project, or some portion thereof, whether or not incorporated or to be incorporated into the Project.

## **1.2 Additional Sets of Documents**

Any additional copies of the Construction Documents required by the CONTRACTOR for execution of the Work shall be made by the CONTRACTOR at its cost and expense from the reproducible set(s) furnished by the OWNER.

## **1.3 Return of Documents to Owner**

The CONTRACTOR shall return to the OWNER the reproducible set(s), and all copies, of the Construction Documents upon Final Completion of the Work or termination of this Agreement.

#### **1.4 Electronic Media**

Unless otherwise specified in this Agreement, the CONTRACTOR may request that the Construction Documents required by the CONTRACTOR for the Work be furnished to it on electronic media. To the extent that such documents are available on electronic media, the CONTRACTOR will be furnished one set of the requested information on electronic media. Any additional electronic copies of Construction Documents required by the CONTRACTOR for execution of the Work shall be made by the CONTRACTOR at the CONTRACTOR's cost and expense. The CONTRACTOR shall return one copy of electronic Construction Documents to the OWNER upon final acceptance of the Work or termination of this Agreement, whichever occurs first, and shall destroy all remaining electronic copies of the documents within its possession.

#### **1.5 Minimum Requirements**

In every case, requirements established by the Construction Documents shall be considered as the minimum which will be accepted.

#### **1.6 Owner Disclaimer of Warranty**

The OWNER has requested that its Professional(s) prepare documents for the Project, including the plans and specifications for the Project, which are to be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Work, however, the OWNER makes no representation or warranty of any nature whatsoever to the CONTRACTOR concerning such documents. The CONTRACTOR hereby acknowledges and represents that it has not relied, and does not and will not rely, upon any representations or warranties by the OWNER concerning such documents, as no such representations or warranties have been or are hereby made.

#### **1.7 Conflicts in Documents**

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

1.7.1 As between figures given on plans and scaled measurements, the figures shall govern;

1.7.2 As between large-scale plans and small-scale plans, the large-scale plans shall govern;

1.7.3 As between plans and specifications, the requirements of the specifications shall govern;

1.7.4 As between this document and the plans, specifications, or supplementary conditions, this document shall govern.

#### **1.8 Shop Drawings and Submittals**

Shop drawings and other submittals from the CONTRACTOR or its subcontractors and suppliers do not constitute a part of this Agreement.

#### **1.9 Contract Changes**

The CONTRACTOR understands and agrees that this Agreement cannot be changed except as expressly provided herein. No act, omission, course of conduct, or course of dealing by the parties shall alter the requirement and that modifications of this Project Agreement can be accomplished only by written documents signed by the parties. Express written notice is a non-waivable condition precedent in connection with all changes and claims arising under or relating to this Agreement.

## **ARTICLE 2 - CONTRACTORS REVIEWS AND EVALUATIONS**

### **2.1 Sufficiency of Construction Documents and Drawings**

The CONTRACTOR acknowledges its continuing duty to review and evaluate the Construction Documents during the performance of its services and shall immediately notify the OWNER and the Professional(s) about any (i) problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the construction Documents; and (ii) variances it discovers between the Construction Documents and applicable laws statutes, building codes, rules and regulations.

2.1.1 If the CONTRACTOR performs any Work which it knows or should have known involves (i) a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or (ii) a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations, without notifying the Professional(s) and prior to receiving written authorization from the appropriate Professional(s) to proceed, the CONTRACTOR shall be responsible for the consequences of such performance.

2.1.2 Drawings are generally drawn to scale; however, the figured dimensions or notes thereon shall govern. Before ordering any materials or doing any Work, the CONTRACTOR and sub-contractors shall verify all measurements at the site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Professional prior to proceeding with the Work. No extra charge or compensation will be entertained due to differences between actual measurements and dimensions indicated on drawings, if such differences do not result in a change in the scope of Work or if the Professional(s) failed to receive written notice before the Work was performed.

### **2.2 Sufficiency of Site**

Prior to signing this Agreement, the CONTRACTOR has:

- (i) Visited the Site and become familiar with local conditions under which the Project is to be constructed and operated; and
- (ii) Reviewed and familiarized itself with the Site survey and any existing structures on the Site, and gathered all other information necessary for a full understanding of the Work. In addition, if the Work involves modifications to or remodeling of an existing structure(s) or other man-made feature(s) on the Site, the CONTRACTOR has also reviewed all available as-built and record drawings, plans and specifications; and

- (iii) Thoroughly inspected the structure(s) and man-made feature(s) to be modified or remodeled prior to submission of bid, if any, but in all events prior to signing this Agreement.

Claims resulting from the CONTRACTOR's failure to familiarize itself with the Site or pertinent documents as provided herein shall be deemed waived.

## **ARTICLE 3 - CONTRACTORS DUTIES, OBLIGATIONS AND RESPONSIBILITIES**

### **3.1 Performance of Work**

The CONTRACTOR shall perform and complete its obligations under this Agreement using its best skill and attention, and covenants with the OWNER to furnish management, supervision, coordination, labor and services (i) which expeditiously, economically and properly completes the Work in the manner most consistent with the OWNER's interests and objectives; (ii) which comply with the Construction Documents and this Agreement; and (iii) in accordance with the highest standards currently practiced by persons and entities performing or providing management, supervision, coordination, labor and services on projects similar in size, complexity and cost to the Project.

- 3.1.1 The CONTRACTOR shall not be required to provide professional services which constitute the practice of architecture or Engineering.
- 3.1.2 All services rendered by the CONTRACTOR for the Project shall be performed by or under the immediate supervision of persons possessing expertise in the discipline of the service being rendered.
- 3.1.3 The CONTRACTOR shall, in the course of providing the Work, cooperate and communicate with the OWNER and all other persons or entities as required for satisfactory completion of the Project.
- 3.1.4 The CONTRACTOR understands and acknowledges that the Work referred to in this Agreement may be only part of the Project and that the Project may include the construction of other structures or other construction activities on the same site. The CONTRACTOR shall conduct all its activities so as not to interfere with the construction of, or operations within or from, other structures on the site.
- 3.1.5 The CONTRACTOR shall not damage, endanger, compromise or destroy any part of the Project or the Site, including by way of example and not limitation, Work being performed by others on the site, monuments, stakes, benchmarks and other survey points, utility services, and existing features or structures on the site. Should the CONTRACTOR damage, compromise or destroy any part of the Project or the Site, the CONTRACTOR shall be fully and exclusively responsible for and bear all costs associated therewith.

### **3.2 Compliance with Governmental Requirements**

The CONTRACTOR shall:

- (i) Comply with all applicable laws, statutes, building codes, rules, regulations and lawful orders of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project;
- (ii) Prepare and file documents required to obtain, and shall obtain, all necessary approvals and permits, including building permit(s), of all governmental authorities having jurisdiction over the Work; and
- (iii) Give all notices required of it by governmental authorities relating to the Project.

### **3.3 Safety**

Safety shall be a prime concern of the CONTRACTOR at all times. The CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for coordinating and constructing the Work, including site safety and safety precautions and programs.

### **3.4 Concurrent Records**

The CONTRACTOR shall, concurrently with performance, maintain detailed records of activities on the site.

### **3.5 As-Built Drawings**

The CONTRACTOR shall maintain at the site one copy of all drawings, specifications, addenda, approved shop drawings, change orders, submittals, and other modifications in good order and accurately marked depicting all changes as they occur during construction. The as-built drawings shall be available at all times to the OWNER, the Professional(s), the OWNER's consultants, and quality control and testing agency personnel. The drawings shall be neatly and clearly marked in color during construction to record all variations made during construction, and the CONTRACTOR shall include such supplementary notes and details necessary to clearly and accurately represent as-built construction.

### **3.6 Bribes and Kick-Backs**

The CONTRACTOR shall not by any means;

- (i) induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;
- (ii) confer on any governmental, public or quasi-public official having any authority or influence over the project, any payment, loan, subscription, advance, deposit of money, services or anything of value, present or promised;

- (iii) offer or accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade CONTRACTORS, subcontractors, consultants, suppliers or manufacturers of project goods and materials; or
- (iv) without the express written permission of the OWNER, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the CONTRACTOR has a direct or indirect proprietary or other pecuniary interest.

### **3.7 Quality Control and Testing**

The CONTRACTOR shall develop and implement a quality management program to insure quality construction. Unless otherwise specified in this Agreement, the OWNER shall select the quality control and testing agencies and pay for the cost of specified measures and tests required by the construction documents. The CONTRACTOR shall coordinate all tests and inspections required by the construction documents, and the CONTRACTOR shall arrange for tests and inspections to be conducted as necessary to avoid any interference with the progress of work. No claims for extension of time or extra costs will be allowed on account of any testing, retesting, inspection, re-inspection, or rejection of work when defective or deficient work is found.

### **3.8 Incident Reporting**

The CONTRACTOR shall immediately notify the OWNER and Professional(s), both orally and in writing, of the nature and details of all incidents which may adversely affect the quality or progress of the Work including, but not limited to, union jurisdictional disputes, accidents, delays, damages to work and other significant occurrences.

### **3.9 Hazardous Substances**

The CONTRACTOR shall immediately notify the OWNER and the Professional(s), both orally and in writing, of the presence and location of any physical evidence of, or information regarding, environmental contamination on the Site (including but not limited to hazardous substances and petroleum releases) of which it becomes, or reasonably should have become, aware. If the CONTRACTOR encounters environmental contamination (including but not limited to hazardous substances and petroleum releases), the CONTRACTOR shall (i) immediately stop performance of work or that portion of the work affected by or affecting such contamination; (ii) secure the contaminated area against intrusion; (iii) not disturb or remove the contamination; (iv) not proceed, or allow any subcontractor or supplier to proceed, with any Work or other activities in the area affected by such contamination until directed to do so by the OWNER; and (v) take any other steps necessary to protect life and health.

### **3.10 Owners Use of and Access to the Site**

The CONTRACTOR shall perform the Work so as not to interrupt any operations of the OWNER on the site.

3.10.1 The CONTRACTOR understands and acknowledges that the OWNER may need access to or use of certain areas of the site or Work prior to the CONTRACTORS achievement of

substantial completion, and that such occupancy, access or use shall not constitute the OWNER's acceptance of any Work.

- 3.10.2 The CONTRACTOR shall not enter any Owner-occupied area of the site or project unless first approved and scheduled by the OWNER. The CONTRACTOR understands and acknowledges that the OWNER may incur damages if the OWNER's operations on the site are interrupted or impaired as a result of the Work.
- 3.10.3 The CONTRACTOR shall afford the OWNER's own forces, and other consultants, trade CONTRACTORS, subcontractors and suppliers, access to the site for performance of their activities, and shall connect and coordinate its construction and operations with theirs as required by the Construction Documents

### **3.11 Commissioning**

The CONTRACTOR shall, through the OWNER's Representative, schedule and coordinate all equipment and systems start-ups and Project commissioning within its scope of the Work.

- 3.11.1 The CONTRACTOR shall provide the OWNER with operation and maintenance manuals and other operational documentation not less than twenty-eight calendar days prior to the required date of Substantial Completion to allow adequate time for training prior to commissioning and the OWNER's occupancy of the Project.
- 3.11.2 The CONTRACTOR shall meet with the OWNER's personnel not less than twenty-eight (28) calendar days prior to the required date of Substantial Completion to familiarize and train them with respect to maintenance and use of the Project. The appropriate Professional(s) will attend and assist with such familiarization and training.

## **ARTICLE 4 - CONTRACTORS PERSONNEL, SUBCONTRACTORS, SUPPLIERS AND SITE FACILITIES**

### **4.1 Project Staffing**

The CONTRACTOR shall staff the Project with qualified and designated individuals and entities responsible for its obligations and performance.

- 4.1.1 The CONTRACTOR shall name a representative (the "CONTRACTOR's Representative") to serve as its primary communication contact with the OWNER and the Professional(s).
- 4.1.2 The CONTRACTOR shall employ persons skilled in the tasks assigned to them and shall contract with subcontractors and suppliers skilled in the tasks assigned to them and capable of working harmoniously with all trades, crafts and other individuals on the Project. The CONTRACTOR shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.
- 4.1.3 The CONTRACTOR shall immediately remove from the site, for the duration of the project, any person making an inappropriate religious, racial sexual or ethnic comment, statement or gesture toward any other Individual.

- 4.1.4 The CONTRACTOR shall immediately remove from the site, for the duration of the project, any person who is incompetent, careless, or not working in harmony. OWNER shall have the right to require the removal of such persons in writing and at OWNER's sole discretion.
- 4.1.5 The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of its agents and employees, consultants, subcontractors and suppliers.

#### **4.2 Subcontractor / Supplier Contracts**

The CONTRACTOR shall enter into written contracts with its subcontractors and suppliers, and those written contracts shall be consistent with this Agreement.

- 4.2.1 The CONTRACTOR shall make available to each subcontractor and supplier, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Agreement, including those portions of the Construction Documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractors and suppliers.
- 4.2.2 The CONTRACTOR shall include in its written contracts with its subcontractors and suppliers a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Agreement that are included by reference in its written contract with the CONTRACTOR, and that it will abide by those terms, conditions and requirements.
- 4.2.3 The CONTRACTOR's agreements with its subcontractors and suppliers shall require that in the event of default under, or termination of this Agreement and upon written request of the OWNER, the CONTRACTOR's subcontractors and suppliers will perform services for the OWNER.

#### **4.3 Resolution of Trade Disputes**

The CONTRACTOR shall promptly resolve claims, complaints, labor disputes and disputes over assignment of work tasks by and among its subcontractors and suppliers.

### **ARTICLE 5 - GOODS, PRODUCTS AND MATERIALS**

#### **5.1 Quality of Materials**

The CONTRACTOR shall furnish goods, products, materials, equipment and systems which:

- (i) Comply with this Agreement;
- (ii) Conform to applicable specifications, descriptions, instructions, drawings, data and samples;
- (iii) Are new (unless otherwise specified or permitted) and without apparent damage;

- (iv) Are of quality, strength, durability, capacity or appearance equal to or higher than required by the Construction Documents;
- (v) Are merchantable;
- (vi) Are free from defects; and
- (vii) Are beyond and in addition to those required by manufacturers' or suppliers' specifications where such additional items are required by the Construction Documents.

## **5.2 Installation and Use of Materials**

All goods, products, materials, equipment and systems named or described in the Construction Documents, and all others furnished as equal thereto shall, unless specifically stated otherwise, be furnished, used, installed, employed and protected in strict compliance with the specifications, recommendations and instructions of the manufacturer or supplier, unless such specifications, recommendations or instructions deviate from accepted construction practices, or the Construction Documents, in which case the CONTRACTOR shall so inform the OWNER and the appropriate Professional and shall proceed as directed by that Professional, unless otherwise directed by the OWNER. The CONTRACTOR shall coordinate and interrelate all trade contracts, and subcontracts to ensure compatibility of goods, products, materials, equipment and systems, and validity of all warranties and guarantees, required by the Construction Documents for the Work.

## **5.3 Unsuitable Materials**

The CONTRACTOR shall inform the OWNER of goods, products, materials, equipment or systems which the CONTRACTOR knows or should have known are unsuitable or unavailable at the time of bid submission, and claims relating to or arising out of claims that goods, products, materials, equipment or systems are unsuitable or unavailable shall not be entertained by the OWNER unless the CONTRACTOR, subcontractor, or supplier notified the OWNER in writing at the time of bid submission, along with proposed alternatives. Approval by the OWNER and a Professional of substitute goods, products, materials, equipment or systems does not mean or imply final acceptance by the OWNER and Professional if such items should be defective or not as previously represented. Should the CONTRACTOR furnish any approved goods, products, materials, equipment or systems different from or in addition to those required by the Construction Documents which require supplemental materials or installation procedures different from or in addition to those required for specified items, the CONTRACTOR shall provide such at no increased cost to the OWNER.

## **5.4 Security for The Project**

The CONTRACTOR shall provide security for the project, including but not limited to security for its work in progress and for the goods, products, materials, equipment systems, construction machinery, tools, devices and other items required, used or to be used for its scope of the Work.

## **ARTICLE 6. - DOCUMENTS AND INFORMATION**

### **6.1 Information from Owner**

The OWNER shall provide the CONTRACTOR with information reasonably necessary to assist the CONTRACTOR in performing its services including, if applicable:

- (i) The site legal description and any required survey;
- (ii) All written and tangible material in its possession concerning conditions/ below ground at the Site;
- (iii) If the Project involves an existing structure, all available as-built drawings, record drawings, plans, specifications and structure system information with respect to such structure; and
- (iv) The OWNER's pertinent Project dates and key milestone dates.

### **6.2 Processing of Documents**

When requested to do so by the OWNER, the CONTRACTOR shall process documents, and provide other reasonably required drawings, services and certifications, necessary to enable the OWNER to (i) obtain financing or insurance for the project; (ii) obtain approvals, permits and certificates of occupancy for the project not otherwise required to be obtained by CONTRACTOR; and to represent that the Work complies with requirements of governmental agencies having jurisdiction over the project.

### **6.3 Sufficiency of Owner Information**

The furnishing of information by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of responsibilities contained elsewhere in this Agreement to evaluate information and documents provided by the OWNER and the CONTRACTOR shall timely notify the OWNER in writing of any additional information needed or services required from the OWNER in order for the CONTRACTOR to perform the Work.

## **ARTICLE 7 - SUBMITTALS**

### **7.1 Submittal Schedule**

The CONTRACTOR shall timely prepare and transmit to the Professional a schedule for provision of all anticipated submittals. The schedule shall (i) include submittals required by the specifications; (ii) be in a format acceptable to the Professional; and (iii) set forth specific dates for submission of the listed submittals. The CONTRACTOR shall review and approve all submittals prior to submission to a Professional.

### **7.2 Processing of Submittals**

The CONTRACTOR shall in timely fashion review, approve if appropriate and forward submittals to the Professional(s) for review and approval along with such detail and information, as the Professional requires. No part of the Work dealt with by a submittal shall be fabricated or performed until such approval has been given.

7.2.1 A Professional is responsible to the OWNER, but not to the CONTRACTOR, to verify that the submittals conform to the design concept and functional requirements of the plans and specifications, that the detailed design portrayed in shop drawings and proposed equipment and materials shown in submittals are of the quality specified and will function properly, and that the submittals comply with the Agreement.

7.2.2 All Work shall be performed in accordance with approved submittals. Approval of submittals by a Professional shall not relieve the CONTRACTOR from complying with this Agreement, including all plans and specifications, except as changed by change order.

## **ARTICLE 8 - CONTRACTORS INSPECTION AND CORRECTION OF DEFECTIVE OR INCOMPLETE WORK**

### **8.1 Rejection and Correction of Work in Progress**

During the course of Project, the CONTRACTOR shall inspect and promptly reject any Work (i) which does not conform to the Construction Documents; or (ii) which does not comply with any applicable law, statute, building code, rule or regulation of any governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

8.1.1 The CONTRACTOR shall promptly correct or require the correction of all rejected work, whether observed before or after substantial completion and whether or not fabricated, installed or completed. The CONTRACTOR shall bear all costs of correcting such work, including additional testing and inspections and compensation for all services and expenses necessitated by such correction.

8.1.2 The CONTRACTOR shall bear the cost of correcting destroyed or damaged work, whether completed or partially completed, of the OWNER or other trade CONTRACTORS or subcontractors caused by the CONTRACTOR's correction or removal of rejected Work.

### **8.2 Covered or Concealed Work**

If a portion of the Work has been covered, the CONTRACTOR shall, if notified to do so by the OWNER or a Professional, uncover the designated portion for observation and then replace it.

8.2.1 If the designated portion of the Work was covered contrary to the request of the OWNER or the Professional, or to requirements specifically expressed in the Construction Documents, the CONTRACTOR shall receive no additional compensation for the costs of uncovering and replacement or modification of the construction schedule.

8.2.2 If the designated portion of the Work was covered prior to a specific request by the OWNER or the Professional that it remain uncovered, the CONTRACTOR shall receive additional compensation for the costs of uncovering and replacement or modification of the

Construction Scheduled only if the designated portion of the Work was in conformance with the Construction Documents.

## **ARTICLE 9 - CHANGE ORDERS AND CHANGES TO THE WORK**

### **9.1 Change Order Requests**

Any party to the construction process may request changes to the Work, compensation or applicable schedules.

9.1.1 With respect to such requests for changes by the CONTRACTOR, the CONTRACTOR shall prepare and submit written change order requests to the Professional within seven (7) days of the time that the CONTRACTOR becomes aware of the circumstances that the CONTRACTOR contends necessitates the change.

9.1.2 With respect to requests for changes by parties other than the CONTRACTOR, the CONTRACTOR shall review and respond to such change order requests within seven (7) days of receipt by the CONTRACTOR.

9.1.3 When requested to do so, the CONTRACTOR shall prepare and submit to a Professional, drawings, specifications or other data in support of a change order request.

9.1.4 Each change order shall include time and monetary impacts of the change as appropriate and shall constitute a complete and final settlement of all costs and impacts of whatever nature associated with the change, including, without limitation, the impact of the change on base contract Work. No changes or claims shall be allowed based upon cumulative impact.

### **9.2 Owner-Directed Changes**

The OWNER may unilaterally direct the CONTRACTOR to implement changes in the Work so long as the Work the OWNER is requiring is not outside of the general scope of this Agreement, and the CONTRACTOR, upon written direction from the OWNER, shall proceed with such change.

### **9.3 Professional-Directed Changes**

A Professional, without the OWNER's prior approval, may authorize or direct the CONTRACTOR to make minor changes in the Work which are consistent with the intent of the Construction Documents and which do not involve a change in Project cost, time for construction, scope, or approved design elements, and the CONTRACTOR shall promptly carry out such changes. Any such minor changes shall be implemented by written field order and executed by the CONTRACTOR.

### **9.4 Administration of Changes**

A Professional will administer and manage all change order requests and change orders and will prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests and change orders. The Professional shall submit such documents to the OWNER for review and approval prior to implementation.

## **9.5 Compensation for Changes**

With respect to all change order requests involving credit to the OWNER or additional compensation to the CONTRACTOR, the CONTRACTOR shall (i) obtain from subcontractors and suppliers the best possible price quotations; (ii) review such quotations to ascertain whether they are reasonable; (iii) prepare an itemized accounting together with appropriate supporting data, including reasonable expenditures by, and savings to, those performing the Work involved in the proposed change; and (iv) provide a reasonable price quotation to the designated Professional.

- 9.5.1 If price quotations for change order requests are determined by the Professional to be unreasonable, the CONTRACTOR shall, in writing, justify said quotations or provide additional back-up materials, if after review of the additional information the Professional determines the quotation is unreasonable, the OWNER may require the subject work be performed on a time and material basis.
- 9.5.2 The CONTRACTOR and its subcontractors and suppliers shall be allowed no additional compensation for any costs, fees or expenses incurred in performing services already required by this Agreement, and in connection with changes, shall not be entitled to additional reimbursement for home-office, other non-job-site or indirect overhead expenses, or tools necessary for construction.
- 9.5.3 It is the responsibility of the CONTRACTOR to review and approve all pricing of additional work required of its subcontractors and suppliers.

## **9.6 Performance of Change**

Upon receipt of a field order or change order that has been approved by the OWNER, changes in the Work shall be promptly performed. All changes in the Work shall be performed under applicable conditions of the Construction Documents

## **9.7 Disputes Regarding Changes**

- 9.7.1 Regardless if there is a dispute (i) that a change has occurred; (ii) whether a change in the Work will result in adjustment of compensation or applicable schedules; or (iii) as to the amount of any adjustment of compensation or applicable schedules, the change shall be carried out if the OWNER so directs. No claim shall be prejudiced by performance of the Work so long as the OWNER is timely notified of the claim in writing prior to performance of the Work which is the subject of the dispute and the party disputing the decision of the OWNER recites the reasons for its dispute in the written notice. Failure to notify the OWNER in writing shall constitute a waiver of any claim resulting from the change.
- 9.7.2 In the event a change order request is approved by the OWNER in the absence of an agreement as to cost, time, or both, the appropriate Professional will (i) receive and

maintain all documentation pertaining thereto; (ii) examine such documentation on the OWNER's behalf; (iii) take such other action as may be reasonably necessary or as the OWNER may request; and (iv) make a written recommendation to the OWNER concerning any appropriate adjustment in the Construction Price or time.

#### **9.8 Necessity for Signed Writing**

No act, omission, course of conduct, or course of dealing shall alter the requirement that change orders shall be in writing and signed by the OWNER, and that change orders are the exclusive method for effecting any adjustment to compensation or applicable schedules. The CONTRACTOR understands and agrees, on behalf of itself and its subcontractors and suppliers, that neither compensation nor applicable schedules can be changed by implication, conduct, oral agreement, or unwritten change order. Express written notice is a non-waivable condition precedent to CONTRACTOR's right to recover under this Article 9 and this Agreement generally.

### **ARTICLE 10 - FINANCIAL CLAIMS AND LIENS**

#### **10.1 Notification Regarding Liens**

The CONTRACTOR shall immediately notify the OWNER and Professional(s), both orally and in writing, of the nature and details of any mechanics' liens, construction liens, CONTRACTOR's trust fund claims, or claims of any type made by anyone against the OWNER, the Professional(s), the CONTRACTOR or any subcontractor or supplier of any of them or against the Project whether or not such claims arise from the Work.

#### **10.2 Discharge of Liens**

The CONTRACTOR shall take all action necessary to obtain the prompt discharge of any liens or claims filed against the Project. If any lien or claim filed against the Project is not discharged and released by the claimant the CONTRACTOR shall, within a reasonable period of time, but in no event more than fourteen calendar days after written request from the OWNER and at its own cost promptly obtain discharge and release of, or indemnity for, such lien or claim by providing or filing, as appropriate, the requisite bond. If the CONTRACTOR fails to have any such lien or claim discharged and released, or fails to provide or file the requisite bond, the OWNER shall have the right to pay any sums necessary to obtain such a discharge and release, and the CONTRACTOR shall bear all expenses incurred by the OWNER in so doing.

#### **10.3 Lien Releases**

Notwithstanding the use of the lien release documents herein, the City of Oviedo relies upon the provisions of Section 255.05, *Florida Statutes*, relating to bonds of contractors constructing public buildings and public works; the fact that the term "owner" does not include "any political subdivision, agency, or City of the state, a municipality, or other governmental entity" in the construction lien law of Florida; and the general provision of controlling law that the public property of the City cannot be made subject to a lien without its consent which occurs specifically in accordance with controlling law (and the City affirmatively does not so consent).

## **ARTICLE 11 – OWNER’S CONSULTANT(S), PROFESSIONAL(S) AND CONSTRUCTION ADMINISTRATION**

### **11.1 Owner's Designated Professional Representative**

Unless otherwise directed by the OWNER, one designated Professional shall act as the OWNER's representative from the effective date of this Agreement until one year from the date of achievement of Substantial Completion.

11.1.1 The Professional so designated will be the OWNER's design representative during performance of the Work and will consult with and advise the OWNER on all design and technical matters.

11.1.2 The designated Professional will act as initial interpreter of the requirements of this Agreement and as the OWNER’s advisor on claims.

### **11.2 Professional Site Visits**

The Professional(s) will visit the site with sufficient frequency for familiarization with the progress and quality of the Work and to inspect the Work to determine compliance of the Work with (i) this Agreement, including approved shop drawings and other submittals; (ii) the Construction Schedule; and (iii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project. No site or construction work that is to be covered shall be covered until the Professional has inspected the Work and provided a written report of the inspection to the OWNER.

### **11.3 Professional Rejection of Work**

The Professional(s) may disapprove or reject Work which does not comply with (i) this Agreement including approved shop drawings and other submittals; or (ii) applicable laws, statutes, building codes, rules or regulations of any governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

### **11.4 Professional Evaluations**

11.4.1 The Professional(s) will review and evaluate the results of all inspections, tests and written reports required by this Agreement and by any governmental entity having or asserting jurisdiction over the Project. The Professional(s) will take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s). The Professional(s) will promptly reject Work, which does not conform to and comply with testing requirements.

11.4.2 The Professional(s) may require inspection or testing of any work in addition to that required by this Agreement or governmental entities having or asserting jurisdiction over the Project when such additional inspections and testing is necessary or advisable, whether or not such Work is then fabricated, installed or completed. The Professional(s) will take appropriate action on all such special testing and inspection reports, including acceptance,

rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s).

#### **11.5 Professional Submittal Activities**

The Professional(s) will review and approve, reject or take other appropriate action on submittals such as shop drawings, product data, samples and proposed equal materials or equipment and requested substitutions within not more than fourteen calendar days, and will not approve any submittals unless such submittals conform with (i) the Project design concept; (ii) this Agreement; and (iii) the OWNER's budgeted Total Project Construction cost. A Professional's review of submittals shall not constitute final acceptance of materials or equipment furnished or installed if such materials or equipment should be defective or not as represented by approved submittals or as otherwise required by the Construction Documents. The CONTRACTOR remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performance of the Work.

#### **11.6 Professional Interpretations**

A Professional will, when requested to do so in writing by the CONTRACTOR, promptly and so as to cause no unnecessary delay, render written or graphic interpretations and decisions necessary for the proper execution of the Work. A Professional's interpretations and decisions relating to artistic effect shall be final if not inconsistent with this Agreement.

#### **11.7 Professional Change Order Activities**

The Professional(s) will consult with and advise the OWNER concerning, and will administer and manage, all change order requests and change orders on behalf of the OWNER.

#### **11.8 Professional Pay Application Activities**

The appropriate Professional will review applications for payment, including such accompanying data, information and schedules as the Professional requires, to determine the amounts due to the CONTRACTOR and shall authorize payment by the OWNER to the CONTRACTOR in writing. After the Work is determined to be finally complete and the Professional determines that the CONTRACTOR has completed the Work, the Professional will determine whether the CONTRACTOR is entitled to final payment, and if so will so certify to the OWNER in writing.

#### **11.9 Professional Relationship to Contractor**

The duties, obligations and responsibilities of the CONTRACTOR under this Agreement shall not be changed, abridged, altered, discharged, released, or satisfied by any duty, obligation or responsibility of any Professional. The CONTRACTOR shall not be a third-party beneficiary of any agreement by and between the OWNER and any Professional. The duties of the CONTRACTOR to the OWNER shall be independent of, and shall not be diminished by, any duties or obligations of any Professional to the OWNER.

## **ARTICLE 12 - INSPECTION, CORRECTION OF WORK AND PROJECT CLOSE OUT**

### **12.1 Substantial Completion**

Substantial Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Substantial Completion inspection, and the required Substantial Completion documentation and items have been produced.

12.1.1 When the CONTRACTOR believes that the Work is Substantially Complete, it shall notify the OWNER and the appropriate Professional that its work is ready for a Substantial Completion inspection.

12.1.2 At or prior to the Substantial Completion inspection, the CONTRACTOR will prepare and furnish to the Professional a Declaration of Substantial Completion, which at a minimum must:

- (i) Contain a blank for entry of the date of Substantial Completion, which date will fix the commencement date of warranties and guaranties and allocate between the OWNER and the CONTRACTOR responsibility for security, utilities, damage to the work and insurance;
- (ii) Include a list of items to be completed or corrected and state the time within which the listed items will be completed or corrected; and
- (iii) Contain signature lines for the OWNER, the CONTRACTOR and the Professional.

12.1.3 Upon receipt of notification from the CONTRACTOR the appropriate Professional will coordinate with the OWNER and the CONTRACTOR a date for inspection of the Work to determine whether the Work is Substantially Complete.

12.1.4 At inspection(s) to determine whether the Work is Substantially Complete, the Professional will:

- (i) Inspect the Work;
- (ii) List additional items to be completed or corrected; and
- (iii) Determine, in consultation with the OWNER, whether Substantial Completion of the Work has occurred.

12.1.5 If the Work is determined not to be Substantially Complete, the Work shall be prosecuted until the Work is Substantially Complete and the inspection process shall be repeated at no additional cost to the OWNER until the Work is determined to be Substantially Complete.

12.1.6 On or prior to the required date of Substantial Completion, the CONTRACTOR shall deliver to the appropriate Professional keys, permits, the certificate of occupancy, and other necessary and customary documents and items pre-requisite for the OWNERs occupancy and use of the Work for its intended purpose. The Professional will obtain and review

Substantial Completion documentation and items, and will inform the CONTRACTOR of any deficiencies.

- 12.1.7 When the OWNER, the CONTRACTOR and the appropriate Professional agree that the Work has passed the Substantial Completion inspection and the CONTRACTOR has produced the required Substantial Completion documentation and items, they shall each sign the Declaration of Substantial Completion declaring the work Substantially Complete and establishing the actual date of Substantial Completion. The Declaration of Substantial Completion shall also include a list of and timeline for the completion of Work needing completion and correction.

## **12.2 Final Completion**

Final Completion of the work shall be deemed to have occurred on the later of the dates that the Work passes a Final Completion inspection and that the CONTRACTOR has produced all required Final Completion close-out documentation and items. Final Completion shall not be deemed to have occurred and no final payment shall be due the CONTRACTOR or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and all required Final Completion close-out documentation and items have been produced to the OWNER by the CONTRACTOR.

- 12.2.1 When the CONTRACTOR believes the Work is Finally Complete, the CONTRACTOR shall notify the OWNER and the appropriate Professional that the Work is ready for Final Completion inspection.
- 12.2.2 Upon receipt of such notification from the CONTRACTOR, the Professional will coordinate with the OWNER and the CONTRACTOR a date for Inspection of the Work to determine whether the Work is Finally Complete.
- 12.2.3 At the Final Completion inspection to determine whether the work is finally complete, the Professional will:
- (i) Inspect the Work;
  - (ii) Determine whether all items on the list included with the Declaration of Substantial Completion have been satisfactorily completed and corrected;
  - (iii) Determine whether the Work complies with (a) this Agreement; (b) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project; and (c) applicable installation and workmanship standards;
  - (iv) Determine whether required inspections and approvals by the officials having or asserting jurisdiction over the Project have been satisfactorily completed: and
  - (v) Determine, in consultation with the OWNER, whether the Work is Finally Complete.

- 12.2.4 If the work is not Finally Complete, the CONTRACTOR shall continue to prosecute the Work, and the inspection process shall be repeated at no additional cost to the OWNER, until the Work is Finally Complete.
- 12.2.5 On or prior to the date of Final Completion, the CONTRACTOR shall deliver to the appropriate Professional the following Final Completion close-out documentation and items:
- (i) All operating and instruction manuals not previously produced during commissioning and required maintenance stocks;
  - (ii) Two (2) sets of as-built drawings and markups;
  - (iii) Certification and affidavit that all insurance required of the CONTRACTOR beyond final payment if any, is in effect and will not be canceled or allowed to expire without notice to the OWNER;
  - (iv) Written consent of the surety(ies), if any, to final payment;
  - (v) Full, final and unconditional waivers of mechanics or construction liens, releases of CONTRACTOR's trust fund or similar claims, and release of security interests or encumbrances on the Project property from each CONTRACTOR, subcontractor, supplier or other person or entity who has, or might have a claim against the OWNER or the OWNER's property;
  - (vi) Full, final and unconditional certification and affidavit that all of the CONTRACTOR's obligations to CONTRACTORS, subcontractors, suppliers and other third parties for payment for labor, materials or equipment related to the Project have been paid or otherwise satisfied;
  - (vii) All written warranties and guarantees relating to the labor, goods, products, materials, equipment and systems incorporated into the Work, endorsed, countersigned, and assigned as necessary;
  - (viii) Affidavits, releases, bonds, waivers, permits and other documents necessary for final close-out of Work;
  - (ix) A list of any item(s) due but unable to be delivered and the reason for non-delivery; and
  - (x) Any other documents reasonably and customarily required or expressly required herein for full and final close-out of the Work.
- 12.2.6 The appropriate Professional will review and determine the sufficiency of all Final Completion close-out documentation and items required for Final Completion which are submitted by the CONTRACTOR, and will immediately inform the CONTRACTOR about any deficiencies and omissions.

## **ARTICLE 13 - CONTRACTORS WARRANTIES AND GUARANTEES**

### **13.1 One-Year Warranty**

In addition to the warranties and guarantees set forth elsewhere in this Agreement, the CONTRACTOR, upon request by the OWNER or the Professional, shall promptly correct all failures or defects in the Work for a period of one year after the actual date of Substantial Completion.

13.1.1 The CONTRACTOR shall schedule, coordinate and participate in a walk-through inspection of the Work one month prior to the expiration of the one-year correction period, and shall notify the OWNER, the appropriate Professional(s), and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.

13.1.2 Should the CONTRACTOR fail to promptly correct any failure or defect, the OWNER may take whatever actions it deems necessary to remedy the failure or defect and the CONTRACTOR shall promptly reimburse the OWNER for any expenses or damages it incurs as a result of the CONTRACTOR's failure to correct the failure or defect.

### **13.2 Express Warranties and Guarantees – Contractor**

In addition to the warranties and guarantees set forth elsewhere herein, the CONTRACTOR expressly warrants and guarantees to the OWNER:

- (i) That the Work complies with (a) the Construction Documents; and (b) this Agreement; (c) all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.
- (ii) That all goods, products, materials, equipment and systems incorporated into the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (a) new (unless otherwise specified or permitted) and without apparent damage or defect; (b) of quality equal to or higher than that required by the Construction Documents; and (c) merchantable; and
- (iii) That all management, supervision, labor and services required for the work shall comply with this Agreement and shall be and are performed in a workmanlike manner.

### **13.3 Express warranties And Guarantees - Subcontractors and Suppliers**

The CONTRACTOR shall require that all of its subcontractors and suppliers provide written warranties, guarantees and other undertakings to the OWNER and the CONTRACTOR in a form identical to the warranties, guarantees and other undertakings set forth in this Agreement, including the warranties, guarantees and undertakings set forth in this Article, which warranties, guarantees and undertakings shall run to the benefit of the OWNER as well as the CONTRACTOR.

### **13.4 Non-Exclusivity and Survival**

The warranties and guarantees set forth in this Article shall be in addition to all other warranties, express, implied or statutory, and shall survive the OWNER's payment, acceptance, inspection of or failure to inspect the work, and review of the Construction Documents.

### **13.5 Non-Limitation**

Nothing contained in Paragraph 13.1, shall be construed to establish a period of limitation with respect to the CONTRACTOR's obligations under this Agreement. Paragraph 13.1 relates only to the CONTRACTOR's specific obligations with respect to the Work, and has no relationship to the time within which the CONTRACTORs contractual obligations under this Agreement may be enforced, nor to the time within which proceedings may be commenced to establish the CONTRACTOR's liability with respect to any contractual obligations pursuant to Paragraph 13.1 or contained elsewhere herein.

### **13.6 Commencement of Obligations**

Unless otherwise specified, all of the CONTRACTOR's warranty and guaranty obligations, including the time period(s) for all written warranties and guarantees of specifically designated equipment required by the Construction Documents, shall begin on the actual date of substantial Completion.

## **ARTICLE 14 – OWNER'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES**

### **14.1 Timely Compensation of Contractor**

The OWNER shall timely compensate the CONTRACTOR in accordance with this Agreement.

### **14.2 Payment for Testing**

Unless otherwise required to be provided by the CONTRACTOR in its scope of services, OWNER shall secure and pay for all Project testing.

### **14.3 Owner Review of Documents**

The OWNER shall review documents prepared by the CONTRACTOR in a timely manner and in accordance with schedule requirements. Review by the OWNER shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the CONTRACTOR of any of its responsibilities.

### **14.4 Status of Owner**

The OWNER shall not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the CONTRACTOR, for any of the foregoing purposes, be deemed the agent of the OWNER.

#### **14.5 Owners Utilities**

The OWNER shall provide water, gas and electrical energy only as they exist at the Site prior to the start of construction. The CONTRACTOR shall be responsible to provide and pay for connections to, extensions from and means of using these utilities.

14.5.1 The OWNER will pay utility company bills for water, gas and electrical energy which is required for the Project and which passes through the OWNER's meters. However, the OWNER shall not pay for (i) water which is expended without proper regard for ecological and conservation considerations; (ii) electrical energy expended in electric heating devices; or (iii) utilities for CONTRACTOR's field offices.

14.5.2 Acceptance by the CONTRACTOR of the use of the OWNER's water, gas and electrical energy constitutes a release from the CONTRACTOR to the OWNER of all claims and liability for any damages or losses which may be incurred by the CONTRACTOR as a result of water, gas and electrical energy outages or voltage variations or surges,

### **ARTICLE 15 – CONTRACTOR'S COMPENSATION**

#### **15.1 Unit Prices**

If any portion of the Construction Price is determined by the application of unit prices, the number of units contained in the CONTRACTOR's compensation schedule is an estimate only, and the compensation to the CONTRACTOR shall be determined by the actual number of units incorporated in, or required by, the Work.

#### **15.2 Schedule of Values**

The CONTRACTOR shall prepare and present to the OWNER and the designated Professional the CONTRACTOR's schedule of values, apportioning the different elements of the Work for purposes of periodic and final payment. The CONTRACTOR's schedule of values shall be presented in the format, and with such detail and supporting information, requested by the Professional or OWNER. The CONTRACTOR shall not imbalance or artificially inflate any element of its schedule of values. Upon the Professional and OWNER's acceptance, the schedule of values shall be used to process and pay the CONTRACTOR's payment requests. The schedule of values shall not be changed without written change order authorized by the OWNER

#### **15.3 Invoicing Procedures**

In accordance with the procedures and requirements set forth in this Article and in Chapter 218, Part VII "Florida Prompt Payment Act", Florida Statute, the CONTRACTOR shall invoice the OWNER and the OWNER shall pay the CONTRACTOR the Construction Price.

15.3.1 At least every thirty calendar days after commencement of performance, but no more frequently than once a month, the CONTRACTOR shall submit invoices to the Professional requesting payment for labor and services rendered during the preceding thirty calendar days. Each invoice shall contain such detail and be backed up with whatever supporting information the OWNER or a Professional requests and shall at a minimum state,

- (i) The total Construction Price;
- (ii) The amount due for properly provided labor, materials and equipment properly incorporated into the Project; and with respect to amounts invoiced for materials or equipment necessary for the Project and properly stored at the Site (or elsewhere if offsite storage is approved in writing by the OWNER), be accompanied by written proof that the OWNER has title to such materials or equipment and that such material and equipment is fully insured against loss or damage;
- (iii) A breakdown of the various phases or parts of the work as related to the Construction Price;
- (iv) The value of the various phases or parts of the Work actually performed;
- (v) Previously invoiced amounts and credit payments made;
- (vi) Invoice date;
- (vii) The total amount due, less the retainage amount, and shall also have attached such lien waivers, affidavits, and other documentation verifying the CONTRACTOR's payment to subcontractors and suppliers as the OWNER or a Professional may request.

#### **15.4 Payment Procedures**

15.4.1 Within ten (10) days of submission by CONTRACTOR, the Professional will review the CONTRACTOR's applications for payment including such accompanying data, information and schedules as the Professional requires, to determine the amounts due to the CONTRACTOR and, based upon such review, together with its inspections of the Work, shall authorize payment by the OWNER to the CONTRACTOR in writing. Such authorization will constitute the Professional's certification to the OWNER that

- (i) The work described in the CONTRACTOR's invoice has progressed to the level indicated and has been performed in accordance with the Agreement;
- (ii) All necessary and appropriate lien waivers and affidavits have been submitted; and
- (iii) The amount requested is currently due and owing to the CONTRACTOR.

15.4.2 In the case of unit price work, the Professional's recommendations for payment will constitute a final determination of quantities and classifications of such work.

15.4.3 Payments shall be deemed timely if made by OWNER within twenty-one (21) days of receipt by OWNER of the Professional's authorization to make payment.

#### **15.5 Owners Right to Refuse Payment**

A Professional's approval of the CONTRACTOR's invoice shall not preclude the OWNER from exercising any of its remedies afforded by this Agreement. In the event of a dispute, payment shall be made on or before the payment date for amounts not in dispute, subject to any setoffs claimed by the OWNER. The OWNER shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the CONTRACTOR due to:

- (i) The CONTRACTOR's failure to perform the work in compliance with the requirements of this Agreement or any other agreement between the parties;
- (ii) The CONTRACTOR's failure to correctly and accurately represent the work performed in a payment request, or otherwise;
- (iii) The CONTRACTOR's performance of the work at a rate or in a manner that, in the OWNER's opinion, is likely to result in the Project or any portion of the Project being inexcusably delayed;
- (iv) The CONTRACTOR's failure to use funds previously paid the CONTRACTOR by the OWNER, to pay the CONTRACTOR's Project-related obligations including, but not limited to, the CONTRACTOR's subcontractors, material men, and suppliers;
- (v) Claims made, or likely to be made, against the OWNER or its property;
- (vi) Loss caused by the CONTRACTOR or the CONTRACTOR's subcontractors, or suppliers; or
- (vii) The CONTRACTOR's failure or refusal to perform any of its obligations to the OWNER.

#### **15.6 Contractors Right to Refuse Performance for Non-Payment**

If within twenty (20) calendar days from the date payment is due hereunder, the OWNER, without cause or basis hereunder, fails to pay the CONTRACTOR any amounts then due and payable to the CONTRACTOR, the CONTRACTOR shall have the right, in addition to all other rights and remedies contained herein, to cease performance of the work until receipt of proper payment after first providing fourteen calendar days written notice to the OWNER of its intent to cease work.

#### **15.7 Correction Of Past Payments**

All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any subsequent payment and shall be corrected and adjusted in the final payment. In the event that any invoice contains a defect or impropriety which would prevent timely payment, the OWNER shall notify the CONTRACTOR in writing of such defect or impropriety. Any disputed amounts determined by the OWNER to be payable to the CONTRACTOR shall be due twenty (20) calendar days from the date the dispute is resolved.

## **15.8 Interest on Outstanding Amounts Due**

Interest shall accrue on amounts owed by the OWNER to the CONTRACTOR, which remain unpaid thirty calendar days following the date on which payment is due. Said interest shall accrue at the judgment rate then applicable in accordance with Florida statutes.

15.8.1 No interest shall accrue when payment is delayed because of a dispute between the OWNER and the CONTRACTOR, or a dispute as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest shall apply only to that portion of a delayed payment, which is actually the subject of the dispute and shall apply only for the duration of such disagreement. Nor shall interest accrue on retainage, which is withheld to assure performance of this Agreement.

## **15.9 Invoice Warranties and Guarantees**

The CONTRACTOR expressly warrants and guarantees to the OWNER that:

- (i) Title to all goods, products, materials, equipment and systems covered by an invoice will pass to the OWNER either by incorporation into the Work, or upon receipt of payment by the CONTRACTOR, whichever occurs first;
- (ii) All goods, products, materials, equipment and systems covered by an invoice are free and clear of liens, claims, security interests or encumbrances; and
- (iii) No goods, products, materials, equipment or systems covered by an invoice have been acquired by the CONTRACTOR, or its subcontractors or suppliers, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR, or its subcontractors or suppliers.

## **15.10 Contractor's Signature**

The signature of the CONTRACTOR on any invoice constitutes the CONTRACTOR's certification to the OWNER that (i) the CONTRACTOR's services listed in the invoice have progressed to the level indicated and have been performed as required by this Project Agreement; (ii) the CONTRACTOR has paid its subcontractors and suppliers their proportional share of all previous payments received from the OWNER and that its payments to such subcontractors and suppliers conforms with the requirements of applicable prompt payment statutes; and (iii) the amount requested is currently due and owing.

## **15.11 Taxes**

The CONTRACTOR shall incorporate into the Construction Price, and pay, all sales, consumer, use and similar taxes for goods, products, materials, equipment and systems incorporated into the Work which were legally required at the time of execution of this Agreement, whether or not yet effective or merely scheduled to go into effect. The CONTRACTOR shall secure, defend, protect, hold harmless, and indemnify the OWNER from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) relating to any taxes assessed or imposed upon, incurred by or asserted

against the OWNER by any taxing authority with respect to such taxes. The CONTRACTOR shall cooperate with and assist the OWNER in securing qualified refunds of any sales or use tax paid by the OWNER or CONTRACTOR on goods, products, materials, equipment or systems. Any refund secured shall be paid to the OWNER.

#### **15.12 Compensation of Contractor's Subcontractors and Suppliers**

Upon receipt of payment from the OWNER, the CONTRACTOR shall pay each of its subcontractors and suppliers out of the amount received by the CONTRACTOR on account of such subcontractor's or suppliers portion of the work, the amount to which each entity is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such entity's portion of the Work. The OWNER shall have no obligation to pay, and shall not be responsible for payments to, the CONTRACTOR's subcontractors or suppliers. However, the OWNER reserves the right, but has no duty, to make payment jointly to the CONTRACTOR and to any of its subcontractors or suppliers in the event that the OWNER becomes aware that the CONTRACTOR fails to pay or unreasonably withholds payment from one or more of those entities. Such joint check procedure, if employed by the OWNER, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the OWNER to repeat the procedure in the future.

#### **15.13 Final Payment**

Prior to being entitled to receive final payment, and as a condition precedent thereto, the CONTRACTOR must achieve Final Completion. The OWNER shall, subject to its rights set forth above in this Article, make final payment of all sums due the CONTRACTOR within fourteen calendar days of a Professional's execution of a final approval for payment.

#### **15.14 Retainage**

15.14.1 The value of each Application for Payment shall be equal to the total value of Work performed to date, less an amount retained in accordance to Chapter 255.078 Florida Statute, "Public Construction Retainage" and Chapter 218.735 Florida Statute, "Florida Prompt Payment Act", and less payment previously made and amounts withheld in accordance with the Contract Documents.

15.14.2 Retainage under the Contract Documents is held by OWNER as collateral security to assure completion of Work.

### **ARTICLE 16 - SCHEDULE REQUIREMENTS**

#### **16.1 Construction Schedule**

The construction schedule shall include all pertinent dates and periods for timely completion of the Work.

16.1.1 Unless otherwise directed and approved by the OWNER, the CONTRACTOR shall prepare and submit within thirty (30) days of Agreement execution, the Construction Schedule as a

critical path schedule with separate divisions for each major portion of the Work or operations. The Construction Schedule shall include and properly coordinate dates for performance of all divisions of the Work, including completion of off-Site requirements and tasks, so that the work can be completed in a timely and orderly fashion consistent with the required dates of Substantial Completion and Final Completion.

- 16.1.2 The Construction Schedule shall include (i) the required commencement date, the required dates of Substantial Completion and Final Completion; (ii) any guideline and milestone dates required by the OWNER; (iii) any applicable subcontractor and supplier sub-schedules; (iv) a submittal schedule which allows sufficient time for review of documents and submittals; (v) the complete sequence of construction by activity, with dates for beginning and completion of each element of construction; and (vi) required decision dates.
- 16.1.3 By reviewing the Construction Schedule, the OWNER and a Professional do not assume any of the CONTRACTOR's responsibility (i) that the Construction Schedule be coordinated or complete; or (ii) for timely and orderly completion by the required dates of Substantial Completion, Final Completion and any milestone dates required by the OWNER.
- 16.1.4 The CONTRACTOR shall review, on a weekly basis, the actual status of the work against the Construction Schedule. The CONTRACTOR shall discuss the status of the work weekly with the designated Professional, so that proper overall management may be provided.
- 16.1.5 The CONTRACTOR shall periodically and in all instances when the CONTRACTOR anticipates that performance of the work will be delayed or in fact has been delayed, but not less frequently than monthly, prepare a revised Construction schedule and show actual progress of the Work through the revision date, projected completion of each remaining activity, activities modified since previous submittal, major changes in scope, and other identifiable changes. The updated Construction Schedule shall be accompanied by a narrative report which (i) states and explains any modifications of the critical path schedule, including any changes in logic; (ii) defines problem areas and lists areas of anticipated delays; (iii) explains the anticipated impact the problems and delays will have on the schedule and scheduled activities; (iv) reports corrective action taken or proposed; and (v) states how problems anticipated by projections shown on the schedule will be resolved to avoid delay in delivering the Work by the required dates of Substantial Completion and Final Completion, and other milestone dates required by the OWNER, if any.

## **16.2 Delay in Performance**

If at any time the CONTRACTOR anticipates that performance of the work will be delayed or in fact has been delayed, the CONTRACTOR shall (i) within three (3) days notify the designated Professional in writing of the probable cause of and effect from the delay, and possible alternatives to minimize the delay; and (ii) take all corrective actions reasonably necessary to deliver the work by the required dates of Substantial Completion and Final Completion, and other milestone dates required by the OWNER, if any. In the event that corrective action is necessary to overcome delays caused by CONTRACTOR, then CONTRACTOR shall not be entitled to compensation for such corrective action. In the event that corrective action is necessary to overcome delays caused by OWNER or those for whom the OWNER is responsible, then CONTRACTOR shall be entitled to an equitable adjustment

for the reasonable costs of its corrective actions. In no event, however, shall CONTRACTOR be entitled to inefficiency costs arising from or related to such corrective action.

### **16.3 Modifications to Time for Performance**

The CONTRACTOR shall determine and within seven (7) days of the circumstances giving rise to the claim, notify the OWNER and the Professional(s) in writing when it believes adjustments to the required dates of Substantial Completion or Final Completion, or other milestone dates required by the OWNER, if any, are necessary, but no such adjustments shall be effective unless approved in writing by the OWNER and Professional(s).

### **16.4 Early Completion**

The CONTRACTOR may attempt to achieve Substantial Completion before the required date of Substantial Completion. However, such planned early completion shall be for the CONTRACTOR's sole convenience and shall not create any additional CONTRACTOR rights or OWNER obligations under this Agreement, nor shall it change the required dates of Substantial Completion or Final Completion. The OWNER shall not pay the CONTRACTOR any additional compensation for achievement of Substantial Completion or Final Completion prior to the required dates nor will the OWNER owe the CONTRACTOR any compensation should the OWNER cause the CONTRACTOR not to achieve substantial Completion earlier than the required date of Substantial Completion or Final Completion earlier than the required date of Final Completion.

### **16.5 Modification Dates of Substantial Completion or Final Completion**

The CONTRACTOR may propose modifications to the required dates of Substantial completion or Final Completion. The OWNER may, but is not required to, accept the CONTRACTOR's proposal. Modification(s) of the required dates of Substantial Completion or Final Completion shall be accomplished only by duly authorized and accepted change order(s) stating the new date (s) with specificity and reciting that all references in this Agreement to the required dates of Substantial Completion or Final Completion shall thereafter refer to the date(s) as modified, and all rights and obligations, including the CONTRACTOR's liability for actual damages, delay damages and liquidated damages, shall be determined in relation to the date(s) as modified.

### **16.6 Document Review**

The CONTRACTOR shall provide documents to the OWNER and Professional(s) for review in accordance with schedule requirements and with sufficient lead-time to allow the OWNER and Professional(s) reasonable time for review.

## **ARTICLE 17 - LIQUIDATED DAMAGES**

### **17.1 Time of The Essence**

The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement and that the OWNER will incur damages if the Work is not completed on time. The CONTRACTOR shall at all times carry out its duties and responsibilities as expeditiously as

possible and shall begin, perform and complete its services so that (i) the work progresses in accordance with the Construction Schedule; (ii) the Work is Substantially Completed by the required date of Substantial Completion; and (iii) the Work is Finally Complete by the date of Final Completion.

## **17.2 Failure to Timely Achieve Completion**

The parties hereto mutually understand and agree that the OWNER will sustain substantial monetary and other damages in the event of a failure or delay by the CONTRACTOR in the completion of the Work. If the CONTRACTOR inexcusably fails to achieve Substantial Completion by the required date of Substantial completion as established and previously set forth in this Agreement, the CONTRACTOR shall pay to the OWNER, as liquidated damages for delay and not as a penalty, the daily amount as specified in Agreement Form, Section 00500, 1.02D for each and every day after the required date of Substantial Completion until Substantial Completion is achieved. This liquidated damages provision shall apply and remain in full force and effect in the event that the CONTRACTOR is terminated by OWNER for default and shall apply until Substantial Completion has been achieved by any completing CONTRACTOR. If the CONTRACTOR fails to achieve Final Completion by the required date of Final Completion as established and previously set forth in this Agreement, the CONTRACTOR shall pay to the OWNER, as liquidated damages for delay and not as a penalty, the daily amount stated in Agreement Form, Section 00500, 1.02D for failure to timely achieve Substantial Completion, for each calendar day of unexcused delay in achieving Final Completion.

## **17.3 Compensable Delay**

If the CONTRACTOR is delayed at any time in the progress or performance of the work by (i) acts or omissions of the OWNER or Professional(s); or (ii) major changes ordered by the OWNER in the scope of Work, the CONTRACTOR shall give OWNER and the Professional written notice within seven (7) days of the circumstances giving rise to the delay. The Construction Schedule shall be extended for the period of such delay and CONTRACTOR's compensation shall be equitably adjusted to cover the CONTRACTOR's actual and direct increased costs attributable to such delay, but in no event shall CONTRACTOR be entitled to compensation for indirect, home office, or offsite overhead attributable to such delay.

## **17.4 Excusable Delay**

If the CONTRACTOR is delayed at any time in the progress or performance of the Work by (i) fire; (ii) unusual delays in transportation; (iii) unusually severe and adverse weather conditions not reasonably anticipated by the CONTRACTOR and as demonstrated by comparison to climatological data; (iv) unavoidable casualties; (v) causes beyond the CONTRACTOR's control which were not reasonably anticipatable, the Construction Schedule shall be extended for a period equal to the length of such delay, but only if (a) such delay is not in any way caused by default or collusion on the part of the CONTRACTOR or by any cause which the CONTRACTOR could reasonably control or circumvent; (b) the CONTRACTOR would have otherwise been able to timely perform all of its obligations under this Agreement but for such delay; and (c) immediately but not later than seven calendar days after the beginning of any such delay the CONTRACTOR gives written notice of its delay claim to the OWNER. An extension of the Construction Schedule shall be CONTRACTOR's sole and exclusive remedy for such Excusable Delays. In no event shall CONTRACTOR be entitled to

monetary compensation for Excusable Delays. Economic hardship or a shortage of craft labor shall not constitute the basis for an Excusable Delay.

#### **17.5 Owner's Right to Withhold Payment**

When it reasonably believes (i) that Substantial Completion will be inexcusably delayed; or (ii) that the CONTRACTOR will fail to achieve Final Completion by the date of Final Completion, the OWNER shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR the daily amount specified for liquidated damages in this Article for each calendar day of the unexcused delay.

17.5.1 If and when the CONTRACTOR overcomes the delay in timely achieving Substantial Completion or Final Completion, or any part thereof, for which the OWNER has withheld payment, the OWNER shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

17.5.2 Delay caused by labor disputes, picketing, employee boycotts, or the like which directly or indirectly involves employees of the CONTRACTOR or its subcontractors and suppliers is not the responsibility of the OWNER and will result in time extensions only if agreed to in writing by the OWNER at the time such events arise.

### **ARTICLE 18 - CONCEALED AND UNFORESEEN CONDITIONS**

#### **18.1 Notification Regarding Unusual Conditions**

If (i) the CONTRACTOR encounters concealed and unforeseen conditions of an unusual nature which affect the performance of the Work; or (ii) the conditions vary from those indicated by the Construction Documents; and (iii) such conditions are not ordinarily found to exist or differ materially from those generally recognized as inherent in work of the character provided by the CONTRACTOR, the CONTRACTOR shall promptly, but in no event later than three calendar days after first observance of the conditions, notify in writing the appropriate Professional(s) and the OWNER before conditions are disturbed and give the Professional(s) or the OWNER opportunity to observe the condition in its undisturbed state.

18.1.1 The conditions will be promptly investigated and, if they differ substantially and cause a material increase or decrease in the CONTRACTOR's cost of, or time required for, performance of the Work, compensation or time for performance or both will be equitably adjusted.

18.1.2 All adjustments in compensation or extensions of time shall be by change order. Change order requests must be made within fourteen calendar days from the date of observation of the changed conditions.

18.1.3 The CONTRACTOR's failure to notify the Professional(s) and OWNER as provided in this Article shall constitute a waiver of any claim arising out of or relating to such concealed or unknown condition.

## **ARTICLE 19 – CONTRACTOR’S RECORDS**

### **19.1 Preparation Of Records**

The CONTRACTOR shall, concurrently with performance of its services, prepare substantiating records regarding services rendered and goods furnished.

### **19.2 Retention Of Records**

The CONTRACTOR shall retain in its records copies of all (i) written communications; (ii) memoranda of verbal communications; (iii) accounting records (including original estimates and estimating work sheets, purchase orders and invoices); (iv) job site notes; (v) daily logs; (vi) reports; (vii) notices; (viii) all subcontract files (including proposals of successful and unsuccessful bidders); (ix) change order files (including documentation covering negotiated settlements); (x) written policies and procedures, (xi) records necessary to evaluate and verify direct and indirect costs (including by way of example overhead allocations, payroll records, time sheets, rental receipts, fixed asset records); and (xii) other documents such as plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, accounting records, digital files, documents reflecting the unit price of construction and other writings or things which document the Project, its design, its cost and its construction.

19.2.1 The CONTRACTOR shall maintain substantiating records for five years after the date of Final Completion or for any longer period of time as may be required by law or good construction practice. If the CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within this five-year period, the CONTRACTOR shall continue to maintain all Project records until final resolution of the dispute or litigation.

19.2.2 The CONTRACTOR shall, upon seven days request from the OWNER, secure from its subcontractors and suppliers copies of (i) written communications; (ii) memoranda of verbal communications; (iii) accounting records (including original estimates and estimating work sheets, purchase orders and invoices); (iv) job site notes; (v) daily logs; (vi) reports; (vii) notices; (viii) all subcontract files (including proposals of successful and unsuccessful bidders); (ix) Change Order files (including documentation covering negotiated settlements); (x) written policies and procedures, (xi) records necessary to evaluate and verify direct and indirect costs (including overhead allocations), and (xii) other documents generated with respect to the Project.

### **19.3 Access to Records**

Upon the request of the OWNER, the CONTRACTOR shall make its records available during normal business hours to the OWNER, its authorized representative(s) or to any state, federal or other regulatory authority. Any such authority, the OWNER and its authorized representative(s) shall be entitled to inspect, examine, review and copy the CONTRACTORs records at the copying party's reasonable expense, within adequate work space at the CONTRACTOR's facilities. Failure by the CONTRACTOR to supply substantiating records from itself and its subcontractors and suppliers upon

the request of the OWNER shall be reason to exclude the related costs from amounts which might otherwise be payable by the OWNER pursuant to this Agreement.

## **ARTICLE 20 - PROPRIETARY DOCUMENTS AND CONFIDENTIALITY**

### **20.1 Nature And Use Of Information**

All Information, documents, and electronic media furnished by the OWNER to the CONTRACTOR (i) belong to the OWNER; (ii) are proprietary and confidential; (iii) are furnished solely for use on the OWNERs Project; (iv) shall be kept confidential by the CONTRACTOR; and (v) shall not be used by the CONTRACTOR on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. The OWNER hereby grants to the CONTRACTOR a limited license to use and reproduce applicable portions of the Construction Documents necessary for execution of the work. All copies made under this license shall bear the statutory copyright notice, if any, shown on the documents.

### **20.2 Ownership Of Information**

All Information, documents, and electronic media prepared by or on behalf of the CONTRACTOR for the Project are the sole property of the OWNER free of any retention rights of the CONTRACTOR. The CONTRACTOR hereby grants to the OWNER an unconditional right to use, for any purpose whatsoever, any information documents or electronic media prepared by or on behalf of the CONTRACTOR for the project, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents.

### **20.3 Disclosure Of Information**

The CONTRACTOR shall not disclose any information it receives from the OWNER to any other person or entity except to the extent necessary to allow it to perform its duties under this Agreement.

### **20.4 Instructions To Employees**

Because it is difficult to separate proprietary and confidential information from that which is not, the CONTRACTOR shall instruct its employees and agents to regard all information which is not in the public domain as information which is proprietary and confidential.

### **20.5 Non-Publication**

Submission or distribution of documents to meet official regulatory requirements or for other required purposes in connection with the Project is not to be construed as publication in derogation of the OWNER's common law copyrights or other reserved rights.

## **ARTICLE 21 - GENERAL INSURANCE REQUIREMENTS**

### **21.1 General Insurance Requirements**

CONTRACTOR shall be required to obtain insurance as required in Section 00640. Unless otherwise required, each insurance policy:

- (i) Shall be issued by an insurance carrier acceptable to the OWNER;
- (ii) Shall be kept in force throughout performance of the CONTRACTOR's services and for one year after the end of such performance;
- (iii) Shall be an occurrence policy; and
- (iv) Shall be evidenced by a certificate of insurance acceptable to the OWNER which provides that the coverage evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the OWNER.

### **21.2 Certificates Of Insurance**

Prior to performance of services on the Project, the CONTRACTOR shall (i) have all required insurance coverage in effect; and (ii) deliver to the OWNER certificates of insurance for all its required minimum insurance coverage. The CONTRACTOR shall (i) require that its subcontractors and suppliers have similar coverage in effect, and prior to the performance of any services on the Project by the CONTRACTOR's subcontractors and suppliers, and (ii) shall ensure that all required insurance coverages of its subcontractors and suppliers are in effect. The OWNER shall have no responsibility to verify compliance by the CONTRACTOR or its subcontractors and suppliers. Upon the request of the OWNER, the CONTRACTOR shall provide copies of policies for all required insurance coverage.

### **21.3 Effect Of Insurance**

Compliance with insurance requirements shall not relieve the CONTRACTOR of any responsibility to indemnify the OWNER for any liability to the OWNER as specified in any other provision of this Agreement and the OWNER shall be entitled to pursue any remedy in law or equity if the CONTRACTOR fails to comply with the contractual provisions of this Agreement. Indemnity obligations specified elsewhere in this Agreement shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured.

### **21.4 Waiver Of Subrogation**

The CONTRACTOR hereby releases and discharges the OWNER and the OWNER's Related Parties of and from all liability to the CONTRACTOR, and to anyone claiming by, through or under the CONTRACTOR, by subrogation, or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

## **ARTICLE 22 - GENERAL BOND REQUIREMENTS**

## **22.1 General Bond Requirements**

If the CONTRACTOR is required to provide performance and payment bond(s), the penal sum of each bond shall be in an amount not less than the Construction Price, as adjusted by any change order(s), and each bond shall:

- (i) Be in a form approved by the OWNER (see Section 00610 and Section 00620) and in compliance with applicable law;
- (ii) Incorporate by reference the terms of this Agreement;
- (iii) Be executed by a company certified by the secretary of the United States City of Treasury pursuant to the Act of July 30, 1947 (61 Stat 646, as amended; 6 U.S.C. 6-13);
- (iv) Be executed by a company licensed and authorized to do business in the state of Florida;
- (v) Be recorded with the Clerk of the Court for Seminole County; and
- (vi) Be accompanied by a power of attorney certifying that the person(s) executing the bond have the authority to do so.

## **22.2 Delivery Of Bonds**

The CONTRACTOR shall deliver any required bond(s) and power(s) of attorney to the OWNER prior to commencement of the Work.

# **ARTICLE 23 – OWNER’S RIGHT TO STOP WORK**

## **23.1 Cease And Desist Order**

If the CONTRACTOR fails or refuses to perform or fails to correct defective Work as required, or persistently fails to carry out the work in accordance with the Agreement, the OWNER may, by written notice, order the CONTRACTOR to cease and desist in performing the work or any portion of the Work until the cause for the order has been eliminated to the satisfaction of the OWNER. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist as instructed by the OWNER and shall not proceed further until the cause for the OWNER's order has been corrected, no longer exists, or the OWNER instructs that the Work may resume.

23.1.1 The CONTRACTOR shall not be entitled to an adjustment in the time for performance or the Construction Price under this clause since such stoppages are considered to be the fault of the CONTRACTOR.

23.1.2 The right of the OWNER to stop work shall not give rise to a duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or others.

23.1.3 In the event the OWNER issues instructions to cease and desist, and in the further event that the CONTRACTOR fails and refuses within seven calendar days to provide adequate

assurance to the OWNER that the cause of such instructions will be eliminated or corrected, then the OWNER shall have the right, but not the obligation, to carry out the Work or any portion of the Work with its own forces, or with the forces of another CONTRACTOR, and the CONTRACTOR shall be responsible for the cost of performing such Work by the OWNER.

23.1.4 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the OWNER may have against the CONTRACTOR.

## **ARTICLE 24 - TERMINATION OR SUSPENSION OF AGREEMENT**

### **24.1 Termination For Cause By Owner**

24.1.1 The OWNER may terminate this Agreement for cause if the CONTRACTOR materially breaches this Agreement by:

- (i) Refusing, failing or being unable to properly manage or perform on any Project;
- (ii) Refusing, failing or being unable to supply the Project with sufficient numbers of workers, properly skilled workers, proper materials, or maintain applicable schedules;
- (iii) Refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
- (iv) Disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
- (v) Refusing, failing or being unable to substantially perform in accordance with the Agreement as determined by the OWNER, or as otherwise defined elsewhere herein, or
- (vi) Refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between the OWNER and CONTRACTOR;
- (vii) Failing to maintain all required insurance policies and bonds during any time the Agreement is being performed.

24.1.2 Upon the occurrence of any of the events described in Paragraph 24.1.1, the OWNER may give written notice to the CONTRACTOR setting forth the nature of the default and requesting cure within seven calendar days from the date of notice. At any time thereafter, if the CONTRACTOR fails to initiate the cure or if the CONTRACTOR fails to expeditiously continue such cure until complete, the OWNER may give written notice to the CONTRACTOR of immediate termination, and the OWNER, without prejudice to any other rights or remedies, may take any or all of the following actions:

- (i) Complete all or any part of the Work, including supplying workers, material and equipment which the OWNER deems expedient to complete the Work;

- (ii) Contract with others to complete all or any part of the work, including supplying workers, material and equipment which the OWNER deems expedient to complete the work;
- (iii) Take such other action as is necessary to correct such failure;
- (iv) Take possession of all materials, tools, construction equipment and machinery on the Site owned or leased by the CONTRACTOR;
- (v) Directly pay the CONTRACTOR's subcontractors and suppliers compensation due to them from the CONTRACTOR;
- (vi) Finish the Work by whatever method the OWNER may deem expedient; and
- (vii) Require the CONTRACTOR to assign the CONTRACTOR's right title and interest in any or all of CONTRACTOR's subcontracts or orders to the OWNER.

24.1.3 If the OWNER terminates the Agreement for cause, and the OWNER takes possession of all materials, tools, construction equipment and machinery on the Site owned or leased by the CONTRACTOR, the CONTRACTOR's compensation shall be increased by fair payment either by purchase or rental at the election of the OWNER, for any materials, tools, construction equipment and machinery items retained, subject to the OWNER's right to recover from the CONTRACTOR the OWNER's damages resulting from the termination.

24.1.4 If the OWNER terminates this Agreement for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, then in such event said termination shall be deemed a termination for convenience as set forth in paragraph 24.3.

## **24.2 Termination For Cause By Contractor**

24.2.1 The CONTRACTOR may terminate this Agreement for cause if the OWNER materially breaches this Project Agreement by:

- (i) Refusing, failing or being unable to make prompt payment to the CONTRACTOR without just cause;
- (ii) Disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over any Project; or
- (iii) Refusing or failing or being unable to substantially perform in accordance with the terms of this Agreement.

24.2.2 Upon the occurrence of any of the events described in Paragraph 24.2.1, the CONTRACTOR may give written notice to the OWNER setting forth the nature of the default and requesting cure within seven calendar days from the date of notice, if the OWNER fails to cure the

default within seven calendar days, the CONTRACTOR, without prejudice to any rights or remedies, may give written notice to the OWNER of immediate termination.

#### **24.3 Termination Or Suspension For Convenience**

The OWNER may at any time give written notice to the CONTRACTOR terminating this Agreement or suspending the Project, in whole or in part, for the OWNER's convenience and without cause. If the OWNER suspends the Project for convenience, the CONTRACTOR shall immediately reduce its staff, services and outstanding commitments in order to minimize the cost of suspension.

#### **24.4 Contractor's Compensation When Contractor Terminates For Cause or Owner Terminates For Convenience**

If this Construction Agreement is (i) terminated by the CONTRACTOR pursuant to Paragraph 24.2; (ii) terminated by the OWNER pursuant to Paragraph 24.3; or (iii) suspended more than three months by the OWNER pursuant to Paragraph 24.3, the OWNER shall pay the CONTRACTOR specified amounts due for work actually performed prior to the effective termination date and reasonable costs associated with termination. The OWNER may agree to additional compensation, if any, due to the CONTRACTOR. Absent agreement on the additional amount due the CONTRACTOR, the OWNER shall pay the CONTRACTOR:

- (i) Reasonable costs incurred in preparing to perform the terminated portion of the work, and in terminating the CONTRACTOR's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit on work not performed or consequential damages); provided, however, that if it appears that the CONTRACTOR would not have profited or would have sustained a loss if the work had been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rates of loss, if any; and
- (ii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or supplier orders. These costs shall not include attorneys fees and amounts paid in accordance with other provisions hereof.

#### **24.5 Contractor's Compensation When Owner Terminates For Cause**

If this Agreement is terminated by the OWNER for cause pursuant to Paragraph 24.1, no further payment shall be made to the CONTRACTOR until Final Completion of the Project. At such time, the CONTRACTOR shall be paid the remainder of the construction Price less all costs and damages incurred by the OWNER as a result of the default of the CONTRACTOR, including liquidated damages, remediation completion expenses and damages applicable thereto. The CONTRACTOR shall additionally reimburse the OWNER for any additional costs or expenses incurred.

#### **24.6 Limitation On Termination Compensation**

Regardless of the reason for termination or the party terminating, the total sum paid to the CONTRACTOR shall not exceed the Contract Construction Price, as properly adjusted, reduced by the amount of payments previously made and penalties or deductions incurred pursuant to any other provision of this Agreement, and shall in no event include duplication of payment.

#### **24.7 Contractor's Responsibility upon Termination**

Regardless of the reason for termination or the party terminating, if this Agreement is terminated, the CONTRACTOR shall, unless notified otherwise by the OWNER,

- (i) Immediately stop work;
- (ii) Terminate outstanding orders and subcontracts;
- (iii) Settle the liabilities and claims arising out of the termination of subcontracts and orders; and
- (iv) Transfer title and deliver to the OWNER such completed or partially completed work, and, if paid for by the OWNER, materials, equipment, parts, fixtures, information and such contract rights as the CONTRACTOR has.

### **ARTICLE 25 - APPLICABLE LAW AND DISPUTE RESOLUTION**

#### **25.1 Applicable State Law**

This Agreement shall be deemed to be entered into in and shall be interpreted under the laws of the state in which the Project is located.

#### **25.2 Court Actions**

Except as expressly prohibited by law:

- (i) All legal actions hereunder shall be conducted only in state court or federal court districts where the Project is located and having subject matter jurisdiction over the matter in controversy; except that any final judgment may be enforced in other jurisdictions in any manner provided by law;
- (ii) The choice of jurisdiction and venue described in the preceding paragraph shall be mandatory and not permissive in nature, thereby precluding the possibility of litigation or trial in any jurisdiction or venue other than that specified herein;
- (iii) The parties waive any right to assert the doctrine of forum non conveniens or to object to venue; and
- (iv) The parties unequivocally waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court.

#### **25.3 Mutual Discussion**

In case of any dispute, claim, question or disagreement arising from or relating to the Project or arising out of this Agreement or the breach thereof, the parties shall first attempt resolution through mutual discussion.

## **25.4 Mediation**

If the parties cannot resolve any dispute, claim, question, or disagreement arising from or relating to the Project or arising out of this Agreement or the breach thereof through mutual discussion, as a condition precedent to any litigation, the parties shall in good faith participate in private, non-binding mediation seeking a just and equitable solution satisfactory to all parties.

25.4.1 All parties to a mediation shall promptly provide all other parties to the mediation with copies of essential documentation relevant to the support or defense of the matter being mediated.

25.4.2 The parties shall not be required to mediate for a period greater than ninety-one calendar days unless otherwise agreed to in writing by the parties. The parties shall share equally any administrative costs and fees of such proceedings, but shall each be responsible for their own expenses otherwise incurred.

25.4.3 In the event that the statute of limitations would run during the required mediation period, either party may institute litigation so as to avoid the running of such statute upon the condition that such party immediately seek a stay of such litigation pending the conclusion of the mediation period.

25.4.4 During the course of mediation, any party to the mediation may apply for injunctive relief from any court of competent jurisdiction until the mediation period expires or the dispute is otherwise resolved.

25.4.5 The OWNER, the Professional(s), the CONTRACTOR, and any other parties involved in any way in the design or construction of the Project are bound, each to each other, by this requirement to mediate prior to commencement of any litigation, provided that they have signed this Agreement or an agreement that incorporates this Agreement by reference or signed any other agreement which binds them to mediate. Each such party agrees that it may be joined as an additional party to a mediation involving other parties under any such agreement, in the case where more than one mediation is begun under any such agreement and any party contends that the mediations are substantially related, the mediations may be conducted by the mediator selected in the first mediation which was commenced.

## **25.5 Conflicting Dispute Resolution Provisions**

Neither party to this Agreement shall enter into any contract with regard to the Project which directly or indirectly gives the right to resolve any dispute with, involving, or affecting the other to any other person or legal entity which is in conflict with the dispute resolution procedures required by this Article.

## **25.6 Arbitration Preclusion**

In case of a dispute relating to the Project, or arising out of this Agreement, no party to this Project Agreement shall be required to participate in or be bound by, any arbitration proceedings.

#### **25.7 Performance During Dispute Resolution**

The OWNER and the CONTRACTOR agree that pending the resolution of any dispute, controversy, or question, the OWNER and the CONTRACTOR shall each continue to perform their respective obligations without interruption or delay, and the CONTRACTOR shall not stop or delay the performance of the work.

### **ARTICLE 26 - DAMAGES AND REMEDIES**

#### **26.1 Contractor's Repair**

The CONTRACTOR shall, at its expense, promptly correct, repair, or replace all goods, products, materials, systems, labor and services which do not comply with the warranties and guarantees set forth in this Agreement, or any other applicable warranty or guarantee.

#### **26.2 Contractor's Reimbursement**

The CONTRACTOR shall promptly reimburse the OWNER for any expenses or damages incurred by the OWNER as a result of (i) the CONTRACTOR's failure to substantially perform in accordance with the terms of this Agreement; (ii) deficiencies or conflicts in the Construction Documents attributable to the CONTRACTOR or of which the CONTRACTOR was or should have been aware; (iii) breach of the warranties and guarantees set forth in this Agreement or any other applicable warranty or guarantee; or (iv) other acts or omissions of the CONTRACTOR.

#### **26.3 General Indemnity**

To the fullest extent permitted by law the CONTRACTOR shall secure, defend, protect, hold harmless, and indemnify the OWNER and the OWNER's Related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the OWNER or the OWNER's Related Parties allegedly or actually arising out of or resulting from the CONTRACTOR's services, including without limitation any breach of contract or negligent act or omission or willful misconduct (i) of the CONTRACTOR; or (ii) of the CONTRACTOR's subcontractors or suppliers, or (iii) of the agents, employees or servants of the CONTRACTOR or its subcontractors or suppliers.

26.3.1 To the fullest extent permitted by law, the CONTRACTOR, for itself and for its subcontractors and suppliers, and the respective agents, employees and servants of each, expressly waives any and all immunity or damage limitation provisions available to any agent, employee or servant under any workers' or workmen's compensation acts, disability

benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by the OWNER or the OWNERs Related Parties pursuant to the indemnification provision contained in the paragraph above.

#### **26.4 Intellectual Property Indemnity**

To the fullest extent permitted by law, the CONTRACTOR shall defend, protect hold harmless, and indemnify the OWNER and the OWNER's Related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER or professional(s) in writing. If the CONTRACTOR has reason to believe the use of a required design, process or product is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless such information is promptly given to the OWNER.

#### **26.5 Non-Exclusivity Of Owners Remedies**

The OWNER's selection of one or more remedies for breach of this Agreement contained herein shall not limit the OWNER's right to invoke any other remedy available to the OWNER under this Agreement or by law.

#### **26.6 Waiver Of Damages**

CONTRACTOR and OWNER shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, indirect, lost profits, incidental, lost business opportunities, unabsorbed overhead, punitive, or any consequential damages of whatever nature each may have against the other.

#### **26.7 Interest**

The OWNER is entitled to interest on all amounts due from the CONTRACTOR that remain unpaid thirty days after the amount is deemed due, whether as a result of a resolution of a dispute or otherwise. Any such interest shall be calculated by the same method as set forth in Paragraph 15.8.

### **ARTICLE 27 - MISCELLANEOUS PROVISIONS**

#### **27.1 Integration**

This Agreement represents the entire and integrated agreement between the OWNER and the CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral, for the Project. Agreement may be amended only by written instruments signed by both the OWNER and the CONTRACTOR, and is subject to such reasonable modifications as may be required by the OWNER's lender(s) or insurer(s), if any.

#### **27.2 Severability**

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions shall remain valid and enforceable.

### **27.3 Waiver**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

### **27.4 Strict Compliance**

No failure of the OWNER to insist upon strict compliance by the CONTRACTOR with any provision of this Agreement shall operate to release, discharge, modify, change or affect any of the CONTRACTOR's obligations.

### **27.5 No Third-Party Beneficiaries**

This shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, or any rights or cause of action in favor of, any third party against either the OWNER or the CONTRACTOR.

### **27.6 Survival**

All provisions of this Agreement, which contain continuing obligations, shall survive its expiration or termination.

### **27.6 Assignment**

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security or assignment by the OWNER to a Related Party of the OWNER, or except as otherwise specifically provided for in this Agreement in case of default. The OWNER and the CONTRACTOR bind their successors and assigns to the other party to this Agreement.

**END OF SECTION**

## SECTION 00800

### ADDITIONAL SUPPLEMENTAL TERMS AND CONDITIONS

#### WITNESSETH:

(1) The CONTRACTOR hereby warrants and represents to the OWNER that it is competent and otherwise able to provide professional and high quality goods and/or services to the OWNER by means of employees who are neat in appearance and of polite demeanor.

(2) The CONTRACTOR acknowledges that the OWNER may retain other goods and/or service providers to provide the same goods and/or services for OWNER projects. The CONTRACTOR acknowledges that the OWNER, at the OWNER's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for OWNER projects. The OWNER reserves the right to select which goods and/or services provider shall provide goods and/or services for the OWNER's projects.

(3) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement,

(4) The CONTRACTOR hereby guarantees the OWNER that all materials, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(5) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the OWNER for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent CONTRACTOR with respect to all services performed under this Agreement.

(6) Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the OWNER'S officers and employees either by operation of law or by the OWNER.

(7) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the OWNER.

(8) Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the OWNER, and hereby represents to the OWNER, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and that it is well acquainted with the components that are properly and customarily

included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the OWNER'S Projects.

(9) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, and the coordination of all goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. The CONTRACTOR shall work closely with the OWNER on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement.

(10) Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the OWNER in accordance with applicable law for all damages to the OWNER caused by the CONTRACTOR negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(11) The rights and remedies of the OWNER, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(12) The OWNER and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR'S invoices.

(13) Each invoice shall reference this Agreement, the appropriate billing period.

(14) The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.

(15) Invoices are to be forwarded directly to:

**Accounts Payable  
City Of Oviedo  
400 Alexandria Blvd.  
Oviedo, Florida 32765**

(16) OWNER designates the OWNER, Manager or his/her designated representative, to represent the OWNER in all matters pertaining to and arising from the work and the performance of this Agreement.

(17) The OWNER, Manager, or his/her designated representative, shall have the following responsibilities:

(a) Examination of all work and rendering, in writing, decisions indicating the OWNER'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(b) Transmission of instructions, receipt of information, and interpretation and definition of OWNER'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(c) Giving prompt written notice to the CONTRACTOR whenever the OWNER official representative knows of a defect or change necessary in the project; and

(d) Coordinating and managing the CONTRACTOR'S preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

**(18)** Until further notice from the OWNER or Manager, the designated representative for this Agreement shall be as defined by City staff at the preconstruction meeting for this project.

**(19)** The performance or provision of the CONTRACTOR'S goods and/or services under this Agreement may be suspended by the OWNER at any time.

**(20)** Upon receipt of written notice from the OWNER that the CONTRACTOR'S provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the OWNER.

**(21)** The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

**(22)** Nothing herein shall be deemed to affect the rights, privileges, and immunities of the OWNER as set forth in Section 768.28, *Florida Statutes*.

**(23)** In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

**(24)** The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Agreement; provided, however, that the CONTRACTOR must also comply with the provisions of this Agreement relating to insurance coverages.

**(25)** The CONTRACTOR shall obtain or possess and continuously maintain the insurance coverage as set forth and required in the bid documents.

**(26)** All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the OWNER as an additional insured.

**(27)** The CONTRACTOR shall provide Certificates of Insurance to the OWNER evidencing that all such insurance is in effect prior to the issuance of the first Purchase/Work Order under this Agreement from the OWNER. These Certificates of Insurance shall become part of this Agreement. Neither approval by the OWNER nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including the CONTRACTOR'S indemnification of the OWNER under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, *Florida Statutes*, or (3) fail to maintain the requisite Bests Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the OWNER and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with insurance acceptable to the OWNER, the CONTRACTOR shall be deemed to be in default of this Agreement.

**(28)** The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the OWNER by submission of a new Certificate of Insurance,

**(29)** The CONTRACTOR shall furnish Certificates of Insurance directly to the OWNER's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by this Agreement.

**(30)** Nothing in this Agreement or any action relating to this Agreement shall be construed as the OWNER'S waiver of sovereign immunity beyond the limits set forth in Section 768.28, *Florida Statutes*.

**(31)** The OWNER shall not be obligated or liable under the terms of this Agreement to any party other than the CONTRACTOR. There are no third party beneficiaries to this Agreement,

**(32)** The CONTRACTOR is an independent CONTRACTOR and not an agent, representative, or employee of the OWNER. The OWNER shall have no liability except as specifically provided in this Agreement.

**(33)** All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the OWNER.

**(34)** The CONTRACTOR warrants that it 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 the CONTRACTOR 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 any other consideration, contingent upon or resulting from the award of making this Agreement.

**(35)** The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

**(36)** The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the OWNER. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

**(37)** The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

**(38)** If the OWNER determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the OWNER shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

**(39)** The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the OWNER.

**(40)** The CONTRACTOR shall certify, upon request by the OWNER, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination.

**(41)** If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the OWNER. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the OWNER.

**(42)** The OWNER reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement

**(43)** The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act (ADA)*, and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

**(44)** The OWNER 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 8 U.S.C. Section 1324a(e) Section 274A(e) of the *immigration and Nationality Act (INA)*. The OWNER shall consider the employment by the 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 immediate termination of this Agreement by the OWNER.

**(45)** The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the OWNER. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any

personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

**(46)** For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), Contractor hereby agrees that it is the common law employer of any Personnel provided by Contractor to Employer. Contractor agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the Employer Mandate). In no event shall Employer be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate.

**(47)** The CONTRACTOR shall ensure that all goods and/or services are provided to the OWNER after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents,

**(48)** If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

**(49)** The CONTRACTOR shall advise the OWNER in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

**(50)** The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any OWNER employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

**(51)** The OWNER may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the OWNER subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

**(52)** In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Seminole, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

**(53)** In the event of any audit or inspection conducted revealing any overpayment by the OWNER under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the OWNER within thirty (30) days of notice by the OWNER of the request for the refund.

**(54)** The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City 's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

**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 (407) 971-5504, ELIANNE RIVERA, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, [ERIVERA@CITYOFOVIEDO.NET](mailto:ERIVERA@CITYOFOVIEDO.NET).**

**(55)** The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

(56) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written OWNER approval. When approved by the OWNER, written notice of such assignment or transfer shall be furnished promptly to the OWNER.

(57) Any CONTRACTOR proposed subcontractors shall be submitted to the OWNER for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(58) The CONTRACTOR shall coordinate the provision of goods and/or services and work product of any OWNER approved subcontractors, and remain fully responsible for such goods and/or services and work under the terms of this Agreement.

(59) This Agreement is the result of *bona fide* arms length negotiations between the OWNER and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

(60) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

(61) In no event shall any obligation of the OWNER under this Agreement be or constitute a general obligation or indebtedness of the OWNER, a pledge of the *ad valorem* taxing power of the OWNER or a general obligation or indebtedness of the OWNER within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(62) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the OWNER.

(63) Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

(64) The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

(65) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(66) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

**(67)** In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies.

**(68)** The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the OWNER in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the OWNER procedures.

**(69)** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**END OF SECTION**

**ATTACHMENT A**  
**CITY OF OVIEDO STORM SEWER REHABILITATION**  
**BID NO. 24-20 BID FORM**

Item No.	Description	Unit	Quantity	Unit Price (\$)	Total Price (\$)
<b>Group 1 Purchase and Install of RICIPP</b>					
1	12 in x 6 mm pipe	LF	1		
2	12 in x 7.5 mm pipe	LF	1		
3	12 in x 9 mm pipe	LF	1		
4	15 in x 6 mm pipe	LF	1		
5	15 in x 7.5 mm pipe	LF	1		
6	15 in x 9 mm pipe	LF	1		
7	18 in x 6 mm pipe	LF	1		
8	18 in x 7.5 mm pipe	LF	1		
9	18 in x 9 mm pipe	LF	1		
10	24 in x 7.5 mm pipe	LF	1		
11	24 in x 9 mm pipe	LF	1		
12	24 in x 10.5 mm pipe	LF	1		
13	24 in x 12 mm pipe	LF	1		
14	24 in x 13.5 mm pipe	LF	1		
15	24 in x 15 mm pipe	LF	1		
16	30 in x 9 mm pipe	LF	1		
17	30 in x 10.5 mm pipe	LF	1		
18	30 in x 12 mm pipe	LF	1		
19	30 in x 13.5 mm pipe	LF	1		
20	30 in x 15 mm pipe	LF	1		
21	30 in x 16.5 mm pipe	LF	1		
22	36 in x 10.5 mm pipe	LF	1		
23	36 in x 12 mm pipe	LF	1		
24	36 in x 13.5 mm pipe	LF	1		
25	36 in x 15 mm pipe	LF	1		
26	36 in x 16.5 mm pipe	LF	1		
27	36 in x 18 mm pipe	LF	1		
28	42 in x 10.5 mm pipe	LF	1		
29	42 in x 12 mm pipe	LF	1		
30	42 in x 13.5 mm pipe	LF	1		
31	42 in x 15 mm pipe	LF	1		
32	42 in x 16.5 mm pipe	LF	1		
33	42 in x 18 mm pipe	LF	1		
34	48 in x 12 mm pipe	LF	1		
35	48 in x 13.5 mm pipe	LF	1		

36	48 in x 15 mm pipe	LF	1		
37	48 in x 16.5 mm pipe	LF	1		
38	48 in x 18 mm pipe	LF	1		
39	48 in x 19.5 mm pipe	LF	1		
40	48 in x 21 mm pipe	LF	1		
41	48 in x 22.5 mm pipe	LF	1		
42	48 in x 24 mm pipe	LF	1		
43	54 in x 12 mm pipe	LF	1		
44	54 in x 13.5 mm pipe	LF	1		
45	54 in x 15 mm pipe	LF	1		
46	54 in x 16.5 mm pipe	LF	1		
47	54 in x 18 mm pipe	LF	1		
48	54 in x 19.5 mm pipe	LF	1		
49	54 in x 21 mm pipe	LF	1		
50	54 in x 22.5 mm pipe	LF	1		
51	54 in x 24 mm pipe	LF	1		
52	60 in x 12 mm pipe	LF	1		
53	60 in x 13.5 mm pipe	LF	1		
54	60 in x 15 mm pipe	LF	1		
55	60 in x 16.5 mm pipe	LF	1		
56	60 in x 18 mm pipe	LF	1		
57	60 in x 19.5 mm pipe	LF	1		
58	60 in x 21 mm pipe	LF	1		
59	60 in x 22.5 mm pipe	LF	1		
60	60 in x 24 mm pipe	LF	1		
61	72 in x 12 mm pipe	LF	1		
62	72 in x 13.5 mm pipe	LF	1		
63	72 in x 15 mm pipe	LF	1		
64	72 in x 16.5 mm pipe	LF	1		
65	72 in x 18 mm pipe	LF	1		
66	72 in x 19.5 mm pipe	LF	1		
67	72 in x 21 mm pipe	LF	1		
68	72 in x 22.5 mm pipe	LF	1		
69	72 in x 24 mm pipe	LF	1		
	<b>SUBTOTAL</b>				

Group 2 Injection of Flowable Fill					
69	Injection of Flowable Fill into Cavities or Voids along Deficient Storm Sewers	CY	1		
	SUBTOTAL				
Group 3 Injection of Chemical Grout					
70	Injection of Chemical Grout into Cavities or Voids along Deficient Storm Sewers and Drainage Structures	CY	1		
	SUBTOTAL				
Group 4 Repair, Resurfacing, Sealing of Drainage Structures with a Protective Coating					
71	Repair, Resurfacing, Sealing of Drainage Structures with a Protective Coating	SY	1		
	SUBTOTAL				
Group 5 Purchase and Installation of Storm Sewer Internal Joint Seals					
72	Mobilization for job with requirements of installing 1 to 10 internal join seals for pipe size of 24 in to 48 in.	EA	1		
73	Mobilization for job with requirements of installing 1 to 10 internal join seals for pipe size of 54 in to 72 in.	EA	1		
74	Dewatering for job with requirements of installing internal join seals for pipe size of 24 in to 48 in.	EA	1		
75	Dewatering for job with requirements of installing internal join seals for pipe size of 54 in to 72in.	EA	1		
76	For 24 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1		
77	For 30 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1		
78	For 36 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1		
79	For 42 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1		
80	For 54 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1		
81	For 60 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1		
82	For 72 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1		
	SUBTOTAL				

Group 6 Pipe Cleaning and Root Cutting					
83	Clean Storm Sewer 12"	LF	1		
84	Clean Storm Sewer 15"	LF	1		
85	Clean Storm Sewer 18"	LF	1		
86	Clean Storm Sewer 24"	LF	1		
87	Clean Storm Sewer 30"	LF	1		
88	Clean Storm Sewer 36"	LF	1		
89	Clean Storm Sewer 42"	LF	1		
90	Clean Storm Sewer 48"	LF	1		
91	Clean Storm Sewer 54"	LF	1		
92	Clean Storm Sewer 60"	LF	1		
93	Clean Storm Sewer 72"	LF	1		
94	Tree Root Cutting Storm Sewer 12"	LF	1		
95	Tree Root Cutting Storm Sewer 15"	LF	1		
96	Tree Root Cutting Storm Sewer 18"	LF	1		
97	Tree Root Cutting Storm Sewer 24"	LF	1		
98	Tree Root Cutting Storm Sewer 30"	LF	1		
99	Tree Root Cutting Storm Sewer 36"	LF	1		
100	Tree Root Cutting Storm Sewer 42"	LF	1		
101	Tree Root Cutting Storm Sewer 48"	LF	1		
102	Tree Root Cutting Storm Sewer 54"	LF	1		
103	Tree Root Cutting Storm Sewer 60"	LF	1		
104	Tree Root Cutting Storm Sewer 72"	LF	1		
	SUBTOTAL				
Group 7 Investigation and Video Inspection Services					
105	Storm Sewer Television Inspection 12" to 15" Diameter	LF	1		
106	Storm Sewer Television Inspection 18" to 24" Diameter	LF	1		
107	Storm Sewer Television Inspection 30" to 36" Diameter	LF	1		
108	Storm Sewer Television Inspection 42" to 48" Diameter	LF	1		
109	Storm Sewer Television Inspection 54" to 60" Diameter	LF	1		
110	Storm Sewer Television Inspection 60" to 72" Diameter	LF	1		
	SUBTOTAL				
	GRAND TOTAL				

**ATTACHMENT B**  
**FEMA FEDERAL CONTRACT PROVISIONS**

In addition to any other provisions required herein, the following provisions apply, as applicable.  
All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, City of Labor). See 2 C.F.R. Part 200, Appendix II(C). **Contractor must complete enclosed certification**

2. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:  
Compliance with the Contract Work Hours and Safety Standards Act.

- (a) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (3)(a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(a) of this section.
- (c) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the City of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(b) of this section.
- (d) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(a) through (d) of this section.

**3. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387)**

**Clean Air Act**

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) The contractor agrees to report each violation to the City of Oviedo and understands and agrees that the City of Oviedo will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act**

- (a) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (b) The contractor agrees to report each violation to the City of Oviedo and understands and agrees that the City of Oviedo will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**4. Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **Contractor must complete enclosed certification**

- (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by the City of Oviedo. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Oviedo, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **Contractor must complete enclosed certification**
6. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. See 2 CFR 200.321.**
- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the City of Commerce; and
  6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmation steps listed in paragraphs (b)(1) through (5) of this section.
7. **Procurement of recovered materials. See 2 CFR 200.323.**
- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
8. **Prohibition on certain telecommunications and video surveillance services or equipment. See 2 CFR 200.216.**
- Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- Procure or obtain;
- Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

**9. Telecommunication costs and video surveillance costs. See 2 CFR 200.471.**

Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances: Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:

- Procure or obtain, extend or renew a contract to procure or obtain;
- Enter into a contract (or extend or renew a contract) to procure; or
- Obtain the equipment, services, or systems.

**10. Domestic preferences for procurements. See 2 CFR 200.322.**

(a) As appropriate and to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**11. Energy Policy and Conservation Act**

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.

## **12. Civil Rights**

The following requirements will apply to the Contract and any subcontracts:

- (a) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (b) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

## **13. Access to Records**

- (a) The contractor agrees to provide the City of Oviedo, the FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (d) In compliance with the Disaster Recovery Act of 2018, the City of Oviedo and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **14. Compliance with Federal Law, Regulation and Executive Orders**

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

## **15. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

## **16. Program Fraud and False or Fraudulent Statements or Related Acts**

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

## **17. Termination By Contractor For Cause**

- (a) The contractor may terminate this Agreement only if the City fails to pay the contractor in accordance with this Agreement.
- (b) In the event of the cause described in Subsection (a), the contractor shall send a certified letter requesting that the City show cause why the Agreement should not be terminated. If adequate assurances are not given to the contractor within fifteen (15) days of the receipt by the City of said show cause notice, then the contractor may consider the City to be in default, and may immediately terminate this Agreement.

## **18. Termination By The City For Convenience And Without Cause**

- (a) Notwithstanding any other provision of this Agreement, the City shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the City to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the contractor shall have ten (10) days to correct same or to request, in writing, a hearing.
- (b) Failure of the contractor to remedy said specified items of deficiency or default in the notice by either the City's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the City shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.
- (c) The City shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the contractor. The City reserves the right to terminate any Agreement for cause with a five (5) day written notice to the contractor. Notice shall be served to the Parties as specified in the Agreement.
- (d) In the event that this Agreement is terminated, the City shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.
- (e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.
- (f) In the event that after the City's termination for cause for failure of the contractor to fulfill its obligations under this Agreement it is found that the contractor has not so failed, the termination shall be deemed to have been for convenience and without cause.

## **19. DHS Seal, Logo, and Flags**

- (a) The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## **CIVIL RIGHTS COMPLIANCE PROVISIONS**

### **1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.4(b))

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the City of Justice for appropriate legal proceedings.

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**Signature of Contractor's Authorized Official**

Jose L. Ferre, Managing Member

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**Name and Title of Contractor's Authorized Official**

07/10/2024

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**Date**

### **DEBARMENT/SUSPENSION CERTIFICATION**

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the City of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal City or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Flotech Environmental, LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal City or agency.

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

Jose L. Ferre, Managing Member  
**Name and Title of Contractor's Authorized Official**

07/10/2024  
**Date**

## BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor Flotech Environmental, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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**Signature of Contractor's Authorized Official**

Jose L. Ferre, Managing Member

**Name and Title of Contractor's Authorized Official**

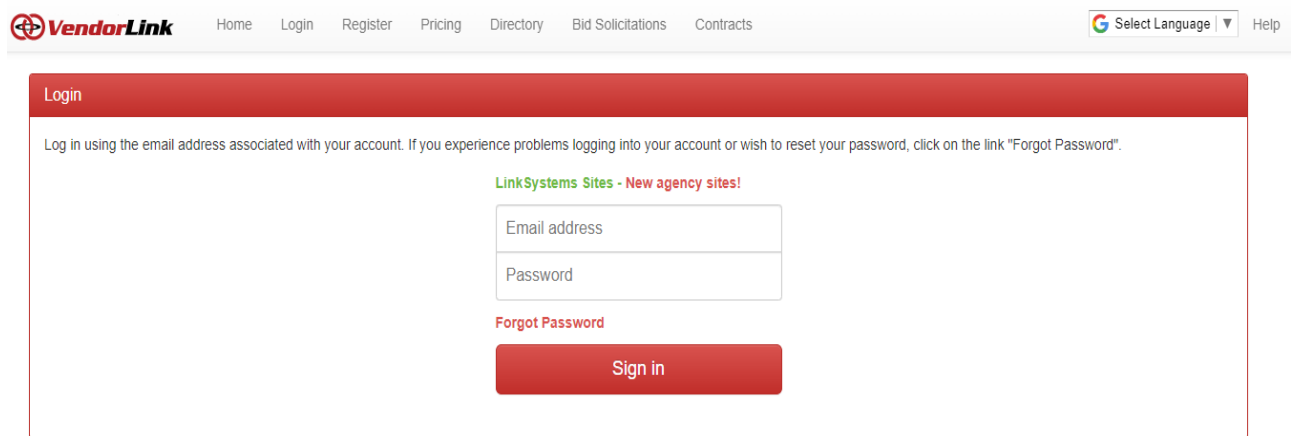
07/10/2024

**Date**

## VendorLink Electronic Bid Submission Instructions

**Step 1: Go to [www.myvendorlink.com](http://www.myvendorlink.com) website.**

**Step 2: Log Into Vendorlink System using registered user e-mail & password.**



The screenshot shows the VendorLink website header with navigation links: Home, Login, Register, Pricing, Directory, Bid Solicitations, and Contracts. A language selector and a Help link are also present. The main content area is titled "Login" and contains instructions for logging in. Below the instructions are input fields for "Email address" and "Password", a "Forgot Password" link, and a "Sign in" button.

VendorLink Home Login Register Pricing Directory Bid Solicitations Contracts Select Language Help

**Login**

Log in using the email address associated with your account. If you experience problems logging into your account or wish to reset your password, click on the link "Forgot Password".

LinkSystems Sites - New agency sites!

Email address

Password

Forgot Password

Sign in

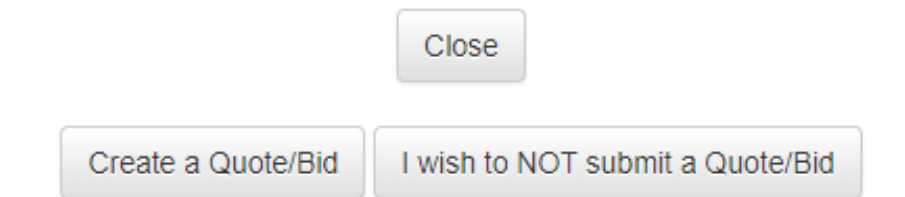
**Step 3: In the section labeled Quick Links, select option "Solicitations for which I am a Planholder"**

### Quick Links

- All Active Solicitations
- Matching Active Solicitations
- Solicitations for which I have been Notified
- Solicitations for which I am a Planholder
- Solicitations for which I am a Bidder
- Solicitations for which I am an Awardee
- Contracts for which I am an Awardee

**Step 4: Select ITB 24-20 Storm Sewer Rehabilitation bid by clicking on blue magnifying glass to the right to view the bid solicitation.**

**Step 5: Click on Create a Quote/Bid button.**



**Step 6: Upload ITB 24-20 Response**

**Click on Choose Files or Browse. Documents to be uploaded for bidders include: See Section 4 for details.**

#### Vendor Files

The following File Types are required before a submission is made (if the word "None" is below, skip Step 1 and proceed to Step 2 below):  
Specifications and Price Sheet

**Step 1 Select a File Type:**

If the word "None" appears above, skip this step else click on the checkbox(es) below for the File Type you are uploading. If a required File Type is not listed in the Vendor Files table when a response is ready to be submitted, you will not be able to submit your response.

☐ Specifications and Price Sheet

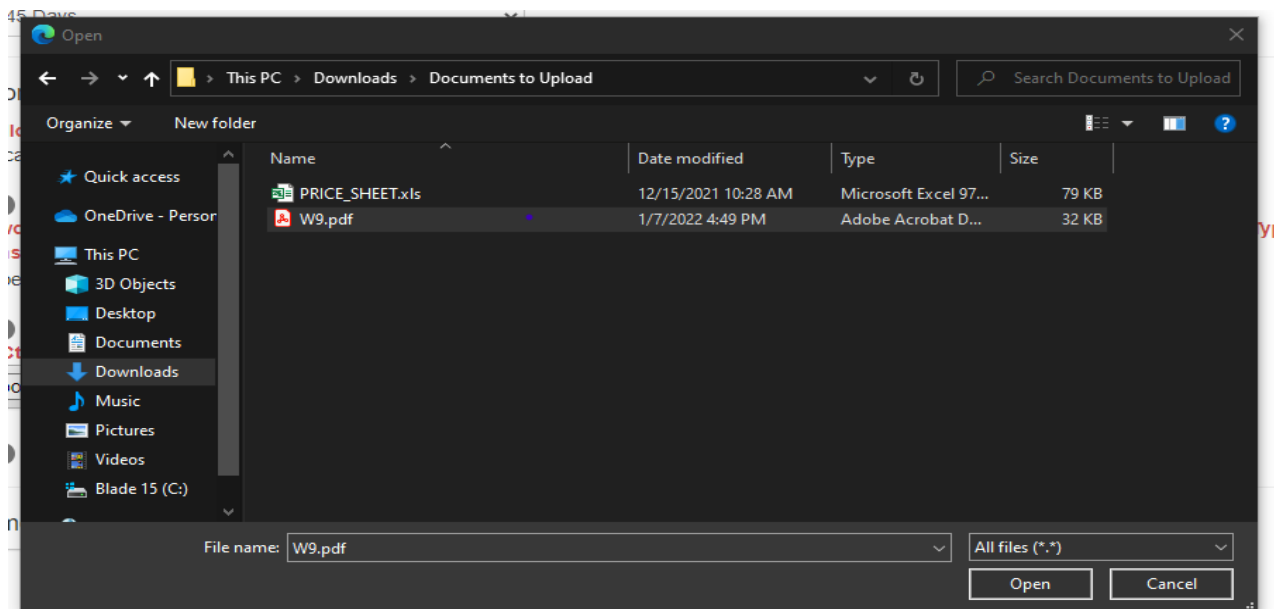
**Step 2 Select the file(s) to upload:**

(Hold Ctrl or Shift key down to select multiple files)

Choose Files No file chosen

**Step 3 Click on Add Document(s):** Add Document(s)

**Step 6(a): Select the file(s) to upload, then click on Open.**



## Step 6(b): Click on Add Document(s)

### Vendor Files

The following File Types are required before a submission is made (if the word "None" is below, skip Step 1 and proceed to Step 2 below):  
Specifications and Price Sheet

#### Step 1 Select a File Type:

If the word "None" appears above, skip this step else click on the checkbox(es) below for the File Type you are uploading. If a required File Type is not listed in the Vendor Files table when a response is ready to be submitted, you will not be able to submit your response.

☐ Specifications and Price Sheet

#### Step 2 Select the file(s) to upload:

(Hold Ctrl or Shift key down to select multiple files)

Choose Files W9.pdf



#### Step 3 Click on Add Document(s):

Add Document(s)

## Step 6(c): That will create a table with the uploaded document(s).

### Vendor Files

The following File Types are required before a submission is made (if the word "None" is below, skip Step 1 and proceed to Step 2 below):  
Specifications and Price Sheet

File Type	Name	
None	W9.pdf	 

#### Step 1 Select a File Type:

If the word "None" appears above, skip this step else click on the checkbox(es) below for the File Type you are uploading. If a required File Type is not listed in the Vendor Files table when a response is ready to be submitted, you will not be able to submit your response.

☐ Specifications and Price Sheet

#### Step 2 Select the file(s) to upload:

(Hold Ctrl or Shift key down to select multiple files)

Choose Files No file chosen

#### Step 3 Click on Add Document(s):

Add Document(s)

## Step 7: Click on the Submit button at the bottom when completed.

Close

Save as Draft

Submit

## The status of response will change to Submitted.

### Quote/Bid Status

Submitted

## EXHIBIT A

### CITY OF OVIEDO AGREEMENT FOR \_\_\_\_\_ \_\_\_\_\_ GOODS AND SERVICES WITH

**THIS AGREEMENT** made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Oviedo, Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and \_\_\_\_\_, whose principal and local address is \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

#### **WITNESSETH:**

**WHEREAS**, the CITY desires to retain the CONTRACTOR for the work identified in the bid and/or proposal specifications outlined in the Invitation to Bid (ITB) \_\_\_\_\_ **(OR RFP, ETC.)**; and

**WHEREAS**, the CITY desires to retain the CONTRACTOR to provide \_\_\_\_\_, as subsequently specifically set out in Purchase/Work Orders to be issued under this Agreement; and

**WHEREAS**, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions; and

**WHEREAS**, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high-quality goods and/or services to the CITY; and

**WHEREAS**, all CITY promulgated bid documents pertaining to \_\_\_\_\_, and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

**WHEREAS**, the CITY desires to retain the CONTRACTOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work; and

**WHEREAS**, this Agreement is not **(OR "is")** subject to the provisions of the *Consultants Competitive Negotiations Act*; and

**WHEREAS**, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

**WHEREAS**, the CONTRACTOR recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

### **SECTION 1: GENERAL PROVISIONS.**

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which provider shall provide goods and/or services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.

(d) This Agreement is for [REDACTED], as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(e) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the Parties have relied.

(f) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(g) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Purchase/Work Order. The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Purchase/Work Order.

(h) When the term “law” is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(i) Packages must be plainly marked with the shipper’s name and the Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

(j) All materials must be shipped by the CONTRACTOR to the CITY. The CITY will not pay shipping, freight or express charges. The CONTRACTOR shall prepay shipping charges. Delivery must actually be affected within the time stated on the respective Purchase Order. The CITY reserves the right to cancel Purchase Orders and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise stated. In case of default by the CONTRACTOR, the CITY may procure the articles or services covered by a Purchase Order from other sources and hold the CONTRACTOR responsible for any excess expense occasionally incurred thereby.

(k) The CONTRACTOR shall furnish the CITY with a current Material Safety Data Sheet (MSDS) on or before delivery or use of each and every hazardous chemical or substance purchased. Appropriate labels and MSDS’s shall be provided for all shipments and relative to the usage of such materials.

(l) The CONTRACTOR hereby guarantees the CITY that all work and all material, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(m) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(n) Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers’ compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY’s officers and employees either by operation of law or by the CITY.

(o) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein or in a Purchase/Work Order shall be honored by the CITY.

## **SECTION 2: SCOPE OF SERVICES.**

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in each subsequently entered Purchase/Work Order. Unless modified in writing by the Parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the goods and/or services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Purchase/Work Orders as may be issued from time-to-time by the CITY.

## **SECTION 3: PURCHASE/WORK ORDERS.**

(a) The provision of goods and/or services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Purchase/Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONTRACTOR to the CITY shall be authorized in written Purchase/Work Orders issued by the CITY on a form provided by the CITY. Purchase/Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONTRACTOR shall review Purchase/Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted. In every case, if work is completed by the CONTRACTOR without authorization by a purchase/work order or a change order, the CITY is not obligated to compensate the CONTRACTOR for the unauthorized work.

(b) If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the CITY.

Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e) For Work Orders issued on a "Fixed Fee Basis", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(i) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

#### **SECTION 4: CONTRACTOR UNDERSTANDING OF GOODS/SERVICES REQUIRED.**

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Purchase/Work Orders, and that it is well

acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Purchase/Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the goods and/or services.

## **SECTION 5: CHANGE ORDERS.**

(a) The CITY may revise the scope of services or order for goods set forth in any particular Purchase/Work Order.

(b) Revisions to any Purchase/Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Purchase/Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the Parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule.

## **SECTION 6: CONTRACTOR RESPONSIBILITIES.**

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), CONTRACTOR hereby agrees that it is the common law employer of any Personnel provided by CONTRACTOR to the CITY. CONTRACTOR agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the Employer Mandate). In no event shall the CITY be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee addresses and drivers' licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the

CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement and each and every Purchase/Work Order.

## **SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.**

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Purchase/Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's goods and/or services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONTRACTOR's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

## **SECTION 8: COMPENSATION.**

(a) Compensation to the CONTRACTOR shall be as set forth in each Purchase/Work Order which assigns goods to be provided or services to be accomplished by the CONTRACTOR .

(b) The CONTRACTOR shall be paid in accordance with the schedule of charges as set forth in **Exhibit "B"** attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

## **SECTION 9: INVOICE PROCESS.**

(a) Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Purchase/Work Order and Change Order if applicable, and billing period.

(e) The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.

(f) Invoices are to be forwarded directly to:

**Finance Department  
City Of Oviedo  
400 Alexandria Boulevard  
Oviedo, Florida 32765**

## **SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.**

(a) The CONTRACTOR shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of a Purchase/Work Order issued by the CITY.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Purchase/Work Orders as described in each Purchase/Work Order. However, if the CONTRACTOR is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

#### **SECTION 11: TERM/LENGTH OF AGREEMENT.**

- (a) The initial term of this Agreement shall be for a period of three (3) year(s).
- (b) After the initial term, this Agreement 1) shall be automatically renewed on an annual basis for a maximum of one (1) year(s) or 2) may be renewed for two additional one year periods if mutually agreeable to both Parties.
- (c) The maximum term for the contract and all renewals is a cumulative term of five (5) years. Should the CITY not wish to not have the contract automatically renewed, the CITY shall provide written notice ninety (90) days prior to the automatic renewal.

#### **SECTION 12: DESIGNATED REPRESENTATIVES.**

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

- (1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

**City Manager  
City Of Oviedo  
400 Alexandria Boulevard  
Oviedo, Florida 32765**

(d) The CONTRACTOR's designated representative is:

**Name  
Firm Name  
Street Address  
City, State Zip**

### **SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.**

(a) The CITY may terminate this Agreement or any Purchase/Work Order for convenience at any time or this Agreement or any Purchase/Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Purchase/Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Purchase/Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Purchase/Work Order in progress under this Agreement.

(c) In the event that this Agreement or a Purchase/Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

#### **SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.**

(a) The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

#### **SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.**

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The CITY shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the CONTRACTOR. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the Parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the CITY shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the CITY's termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.

#### **SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.**

In the event this Agreement or any Purchase/Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

#### **SECTION 17: ACTION FOLLOWING TERMINATION.**

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

#### **SECTION 18: SUSPENSION.**

(a) The performance or provision of the CONTRACTOR's goods and/or services under any Purchase/Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's services hereunder, the CITY shall so notify the CONTRACTOR in

writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

## **SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.**

All services, programs and activities of the CITY are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the CITY's Title VI Nondiscrimination Policy, Plan and Procedures. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

## **SECTION 20: INDEMNITY**

CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law, CONTRACTOR will further hold harmless, defend and indemnify the CITY, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure of the CONTRACTOR's failure to offer health coverage to personnel which failure results in the assessment of a penalty against the CITY.

The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section of the Agreement.

Nothing herein shall be construed to extend the CONTRACTOR's liability beyond that provided in Section 768.28, Florida Statutes.

#### **SECTION 21: INSURANCE.**

The CONTRACTOR shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance with minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the CITY as a named, additional insured, as well as furnishing the CITY with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the CONTRACTOR as required herein shall be considered, and the CITY agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CITY, and that any other insurance, or self-insurances available to the CITY shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the CONTRACTOR as required herein.

Nothing herein shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees at limits not less than the following:

\$1,000,000 Each Accident  
\$1,000,000 Each Employee  
\$1,000,000 Policy Limit for Disease

(2) General Liability Insurance: The CONTRACTOR shall provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence  
\$1,000,000 Personal & Advertising Injury - each occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregates limit  
\$ 5,000 Medical Payments

(3) Commercial Business Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

(4) Pollution Liability: The CONTRACTOR/CONSULTANT shall provide coverage in the amount of \$ 1,000,000 for injury and/or property damage claims, applicable to the work being performed, caused by the release of, or the inability to properly manage or guard against the release of, hazardous materials.

(5) Professional Liability: The CONTRACTOR/CONSULTANT shall provide coverage in the amount of \$ 1,000,000 for damages resulting from negligence, misrepresentation, and errors and omissions, applicable to the work being performed.

(6) Excess Liability/Umbrella Insurance: attaching to Commercial General Liability (CGL), Auto & Employers Liability combining for a total liability limit with the underlying being at least \$ 2,000,000 per occurrence, \$ 2,000,000 aggregate.ss

## **SECTION 22: E-VERIFY**

In accordance with Executive Order 11-116 signed by the Florida Governor on May 27, 2011, as well as other applicable law, Consultant shall be required to utilize the E-verify system, established by the U.S. Department of Homeland Security, to verify the employment eligibility of its employees and any of its subconsultants assigned to perform work on the Project. This is a continuing obligation that applies throughout the duration of the Project, and Consultant acknowledges that any additional personnel, not previously verified, who may be assigned to the Project will be subject to the aforementioned E-verification requirement. Results of the E-verification will be provided to the CITY and remain in the Consultant's project records for review by the CITY as requested. Additionally, Consultant shall certify to the CITY, by affidavit, that the Consultant has verified through the E-verify system the employment status of each employee and/or subconsultant assigned to work on the Project. Consultant shall be responsible for including this provision in all its' subcontracts issued on regard to this Contract.

## SECTION 23: STANDARDS OF CONDUCT.

(a) The CONTRACTOR warrants that it 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 the CONTRACTOR 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 any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of

this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act (ADA)*, and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY 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 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act (INA)*. The CITY shall consider the employment by the 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 immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or

which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

(q) **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:** Pursuant to section 287.05701, *Florida Statutes*, as amended, the CITY will not request documentation of or consider the CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR is a responsible vendor. The CONTRACTOR is further notified that the CITY's governing body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

(r) **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 287.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725 or that is engaged in the boycott of Israel is prohibited. CONTRACTOR must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the CITY's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the CITY's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. CONTRACTOR must have submitted certification with the original solicitation. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If CONTRACTOR does not demonstrate that the CITY's determination of false certification was made in error, then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 287.135(5)(a).

## **SECTION 24: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.**

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance of goods and/or services under this Agreement and date

of final payment for said goods and/or services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, ELIANNE RIVERA, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, [ERIVERA@CITYOFOVIEDO.NET](mailto:ERIVERA@CITYOFOVIEDO.NET).**

## **SECTION 25: CODES AND DESIGN STANDARDS.**

(a) All goods and/or services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

#### **SECTION 26: ASSIGNABILITY.**

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract “piggybacking” programs pertinent to local governments.

#### **SECTION 27: SUBCONTRACTORS.**

(a). The CONTRACTOR may subcontract certain specialty services as set forth in this Agreement as approved by the CITY provided; however, that, the main work performed under the Agreement shall, in all respected, be performed by the CONTRACTOR.

(b). No subcontract shall be construed or interpreted, under any circumstances, to relieve the CONTRACTOR of its liability and obligations under this Agreement.

(c). The CITY shall work directly with the CONTRACTOR in terms of the provision of the services to the CITY and the CITY shall not have any obligation to work directly with any subcontractor and, should the CITY communicate with any subcontractor in any way, it shall continue to be the obligation of the CONTRACTOR to ensure that all services are provided to the CITY as set forth in this Agreement in every respect.

(d). It shall, at all times, be the CONTRACTOR’s responsibility to ensure that subcontractors have in place the same liability coverage as the CONTRACTOR and that such liability coverage is available to fully protect the CITY under the Agreement; provided, however, that, in the event that any coverage fail to adequately protect the CITY, the CONTRACTOR shall ensure that its liability coverage so protects the CITY. This shall be a continying obligation of the CONTRACTOR.

#### **SECTION 28: CONTROLLING LAWS/VENUE/INTERPRETATION.**

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

#### **SECTION 29: FORCE MAJEURE.**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

#### **SECTION 30: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.**

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties.

#### **SECTION 31: NOTICES.**

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified,

and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the Parties designate the following as the representative places for giving of notice, to-wit:

**For the CITY:**

City Manager  
City of Oviedo  
400 Alexandria Boulevard  
Oviedo, Florida 32765

**For the CONTRACTOR:**

Firm Name  
Street Address  
City, State Zip

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

**SECTION 32: WAIVER.**

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

**SECTION 33: NO GENERAL CITY OBLIGATION.**

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

#### **SECTION 34: EXHIBITS.**

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

#### **SECTION 35: CAPTIONS.**

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

#### **SECTION 36: SEVERABILITY/CONSTRUCTION.**

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

#### **SECTION 37: ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise best efforts to resolve

disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the Parties. Costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

#### **SECTION 38: COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Council taking action on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

**LIST COMPANY NAME IN BOLD**

\_\_\_\_\_

By: \_\_\_\_\_

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

ATTEST:

**CITY OF OVIEDO**

By: \_\_\_\_\_

\_\_\_\_\_  
Elianne Rivera, City Clerk

\_\_\_\_\_  
Megan Sladek, Mayor

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

For the use and reliance of the City of Oviedo only. Approved as to form and legal sufficiency.

\_\_\_\_\_  
Julianna Ross  
Assistant City Attorney

Reviewed by:

Purchasing: \_\_\_\_\_

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

Risk Management: \_\_\_\_\_

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