

**CEDAR KEY WATER AND SEWER DISTRICT
INVITATION TO BID NO: 2025-01
LIFT STATION REHABILITATION – PHASE II**

**BID ADVERTISE DATE: NOVEMBER 28, 2025
BID RELEASE DATE: NOVEMBER 28, 2025
RESPONSE DUE DATE AND TIME: JANUARY 8, 2026 @ 1:00PM**

**MAIL OR DELIVER RESPONSE TO:
(*hand-delivery or express mail services*)**

Cedar Key Water and Sewer District
ATTN: ITB 2025-01
LIFT STATION REHABILITATION – PHASE II
510 3rd Street
Cedar Key, Florida 32625

Contact:

Alicia M. Johns
Cedar Key Water and Sewer District
510 3rd Street
Cedar Key, Florida 32625
Website: www.ckwater.org
Phone Questions: (352)543-5285
Email Questions: alicia@ckwater.org

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ITB 2025-01
INSTRUCTIONS TO BIDDERS

Bidders interested in the Work are instructed to submit one (1) original hard copy and one (1) electronic copy (non-returnable USB flash drive) of its complete Bid in accordance with this ITB, no later than **January 8, 2026 @ 1:00 P.M., Eastern Time** (unless otherwise changed through an addendum to this ITB), to Alicia M. Johns, Cedar Key Water and Sewer District, 510 3rd Street, Cedar Key, Florida 32625. Proposals received after this date and time will not be considered and shall be returned unopened.

All Bids and all attachments must be bound and delivered **SEALED** to the District at the address shown below no later than the time and date set for receipt of Bids. Deliver OR mail the Bid in a **sealed** envelope/package to:

Cedar Key Water and Sewer District
ATTN: ITB 2025-01
LIFT STATION REHABILITATION – PHASE II
510 3rd Street
Cedar Key, Florida 32625

1. Include name and address of Bidder on each sealed envelope/package.
2. If Bid is contained in multiple packages, number each sealed package sequentially, i.e., “1 of 3”, “2 of 3”, “3 of 3”.

Bidders shall construct their Bid in the following format. Required forms can also be provided in Microsoft Word format, upon request. Please contact Alicia M. Johns: (352) 543-5285 or email alicia@ckwater.org.

PROPOSAL TRANSMITTAL AND BID FORM (Appendix B)

All signatures must be by an individual with authority to legally bind the Bidder, witnessed, and corporate and/or notary seal (as applicable.) If the individual signing the Proposal Transmittal Form does not have apparent authority to legally bind the Bidder, attach documentation demonstrating such authority. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from <http://www.sunbiz.org> as certification of this required information. Verify that all addenda and tax identification number have been provided.

All blanks on the Bid Form shall be completed in ink or electronically. A Bid price shall be indicated for each Bid item, and unit price item listed therein, or the words “No Bid,” “No Change,” or “Not Applicable” entered. In the event of multiplication/addition error(s), the unit price shall prevail. Prices written in words shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation. An Excel version of the Bid Table within the Bid Form is available by contacting Alicia M. Johns at: (352) 543-5285 or email alicia@ckwater.org.

BID BOND (Appendix C)

All Bids shall be accompanied by Bid Bond made payable to District in the amount of 5% of Bidder's maximum Bid price and in the form of a certified check, cashier's check, or a Bid Bond, utilizing the Form contained in Appendix C hereto.

BIDDER QUALIFICATION QUESTIONNAIRE (Appendix D)

All Bids shall be a completed Bidder Qualification Questionnaire contained in Appendix D hereto.

REQUIRED FORMS, DOCUMENTS, AND CERTIFICATIONS (Appendix E)

All Bidders shall complete and submit the forms, documents, and certifications attached as Appendix E1 – E11 with their Bids.

ITB 2025-01
INTENT AND GENERAL INFORMATION

The Cedar Key Water and Sewer District (the “District”), through this Invitation to Bid No. **2025-01**, is soliciting bids from qualified businesses registered to do business in the State of Florida to provide lift station rehabilitation construction services of seven (7) of the District’s sanitary sewer lift stations (the “Work” or the “Project”). The Project includes the demolition of the existing lift station mechanical & electrical components, the installation of new pumps, new discharge piping, valves, and fittings, lining the interior of the existing wet well structure, a new wet well lid and concrete pad, and electrical modifications to make the lift station a complete and operable system. The scope of work is more thoroughly described in the Technical Specifications and Construction Plans attached hereto as Appendix G and H.

It is the intent of this ITB to enter into a Contract with the successful Bidder to begin upon approval of the District and the issuance of a Notice to Proceed (NTP), for the Work.

Firms interested in preparing a bid for this ITB must complete the requirements set forth in this ITB, its attached documents and documents incorporated by reference (collectively referred to as the “ITB”). Under the bid process of the District, the conditions set forth herein are binding on the Bidder as confirmed by the signature of a person with legal authority to bind the Bidder on the cover letter transmitting its Bid to the District in response to this ITB.

If this ITB is amended, the District will issue an appropriate addendum to the ITB. Any addendums will be posted on the District’s Website. If an addendum is issued, all terms and conditions of this ITB that are not specifically modified in the addendum shall remain unchanged. An addendum to this ITB will be issued if any of the date and/or time change, unless the date(s) fall after the date the ITB Bid(s) are due. Specific dates/time will be determined at each phase.

It is understood and the Bidder hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this ITB. Failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. Bidders are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Bidder’s risk.

The District reserves the right to reject any Bid found to be non-responsive, vague, or non-conforming. The District also reserves the right at any time to withdraw all or part of this ITB in order to protect its best interests. The District is not liable for any costs incurred by the Bidder in preparing its response, nor is a response an offer to contract with any Bidder. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida’s public records laws.

While every effort is made to ensure the accuracy and completeness of information in the ITB, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the ITB. It is the responsibility of the Bidder to include in its Proposal all pertinent information in accordance with the objectives of the ITB.

The ITB and any addenda issued are available on the District’s website at <http://www.ckwater.org> or by contacting Alicia M. Johns at (352)543-5285. All questions pertaining to this ITB should be submitted in writing in accordance with the ITB instructions set forth above.

ADA –Special Accommodations: Any person requiring accommodations by the District due to a disability should call Alicia M. Johns at (352)543-5285 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact Alicia M. Johns via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this ITB shall be sufficient reason for rejection of the bid.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
Bid Advertisement Date/Release of ITB	November 28, 2025
Optional Pre-Bid Meeting	December 10, 2025 @ 1:00PM EST
Bid Questions Due from Prospective Bidder	December 19, 2025
Responses to bid questions due	December 30, 2025
BIDS DUE TO DISTRICT	January 8, 2026 @ 1:00 PM EST
Posting of Intended Award	January 2026
Board Consideration of Intended Award	January 2026
Posting of Notice of Award	January 2026
District and Successful Bidder Enter Into Contract	January 2026

SECTION 2.0 BID QUESTIONS; PRE-BID MEETING

2.1 All inquiries and questions concerning this ITB, must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Alicia M. Johns at alicia@ckwater.org or mailed to Cedar Key Water and Sewer District, 510 3rd Street, Cedar Key, Florida 32625.

Questions and responses will be posted on the District’s Website and, if necessary, an Addendum or Addenda will be issued.

2.2 An **optional** pre-bid meeting will be held at the District Office, 510 3rd Street, Cedar Key, Florida 32625 at 1:00 PM EST on December 10, 2025. Representatives of the District and the Engineer will be present to discuss the Project. The District will prepare such Addenda as it considers necessary in response to questions raised at the pre-bid meeting. Oral statements may not be relied upon and will not be binding or legally effective.

SECTION 3.0 SCOPE OF WORK

- 3.1 All prospective Bidders shall carefully study and review the Technical Specifications for the Project attached hereto as Appendix G hereto, and the Construction Plans attached as Appendix H hereto.
- 3.2 Time is of the essence in the performance of the Work under this Agreement. The Work shall be substantially completed within 235 calendar days from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so the District can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the District within 265 calendar days from the Commencement Date. Additional provisions governing the contract time are described in the from Contract attached hereto as Appendix F, along with provisions for liquidated damages in the event the above-described timeframes for substantial and final completion are not met.
- 3.3 The use of subcontractors is permitted (subject to the requirements and limitations described in the Contract Documents), provided that the Successful Bidder shall self-perform a minimum of 50% of the Work.

SECTION 4.0 RECEIPT AND OPENING OF THE BID

- 4.1 The District will record the date and time of the receipt of all bids at the District's office located at 510 3rd Street, Cedar Key, Florida 32625. The responsibility for submitting the Bid to the District's Office no later than the specified time and date is solely that of the Bidder. The District will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.

MAIL OR DELIVER BIDS TO:
(hand-delivery or express mail services)
Cedar Key Water and Sewer District
ATTN: ITB 2025-01
LIFT STATION REHABILITATION – PHASE II
510 3rd Street
Cedar Key, Florida 32625

- 4.2 Submission of Bids by fax or other electronic means will not be accepted. Late Bids will not be accepted, i.e., any Bid submitted/received after 1:00 P.M. on January 8, 2026 unless otherwise changed through the issuance of an addendum to this ITB.
- 4.3 Any bids received after the stated time and date will not be considered. Late bids shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the Bidder's request and expense.

- 4.4 A Bid may be withdrawn or modified only by written notification from the Bidder prior to the time fixed for the opening of Bids. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.
- 4.5 All timely bids will be opened on the date and time indicated in Section 1.0, Schedule of Events (i.e. date Bids are due) or as modified by addendum.

SECTION 5.0 CONE OF SILENCE

- 5.1 A Cone of Silence will be in effect for this ITB beginning with the advertisement date of **November 28, 2025** and will terminate upon issuance of Notice of Award. A violation of the “Cone of Silence” renders any award voidable at the sole discretion of the General Manager with approval from the District and may subject the potential Bidder or representative to debarment.
- 5.2 A prospective Bidder shall not have any communication with any of the Board of Commissioners nor candidates for same, nor any employees from the District, nor the Engineer concerning this project. Contractor/Bidder or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact District personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the District. Any such lobbying activities may cause immediate disqualification for this project.
- 5.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 2.0, Bid Questions. All such requests for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the District’s website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Bidder and shall become a part of the ITB Document(s).
- 5.4 The Cone of Silence shall not apply to:
- a. Communications at the pre-bid meeting.
 - b. Communications during contract negotiations between designated District employees and the intended Vendor.
 - c. Communication with a Vendor by a District employee following Competitive Procurement opening to clarify the Vendor's Response.
 - d. Communication following the filing of a challenge to a Competitive Procurement between the protesting Vendor or the selected Vendor and the General Manager’s Office, and District’s Attorney concerning the challenge.

SECTION 6.0 BID RESPONSE REQUIREMENTS

- 6.1 The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition. The words “should” or “may” in this ITB indicate desirable attributes or conditions, but are permissive in nature.

Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Bid.

- 6.2 A complete Bid shall include all of the forms, documents, and certifications set forth in Appendix A hereto. This includes:
- a. Bid Form (Appendix B)
 - b. Bid Bond (Appendix C)
 - c. Bidder Qualifications Statement (Appendix D)
 - d. All Required Forms and Certifications included in Appendix E
- 6.3 **All Bids shall be accompanied by Bid Bond made payable to District in the amount of 5% of Bidder's maximum Bid price and in the form of a certified check, cashier's check, or a Bid Bond (collectively herein referred to as "Bid Bond").**
- a. A Bid Bond shall be on a separate form included in the ITB (Appendix C). The Bid Bond shall be issued by a surety company that meets the requirements of Section 287.0935, Florida Statutes
 - b. The Bid Bond of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and complied with the other conditions of the Notice of Award, whereupon the Bid Bond will be returned. If the Successful Bidder fails to sign and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, the District may annul the Notice of Award and the Bid Bond of that Bidder will be forfeited to the District as liquidated damages for such failure.
 - c. The Bid Bond of any Bidder whom the District believes to have a reasonable chance of receiving the award may be retained by the District until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first (61st) day after the Bid opening whereupon the Bid Bond furnished by such Bidders will be returned. The Bid Bond of Bidders whom the District believes do not have a reasonable chance of receiving an award will be returned within ten (10) working days of the Bid opening.
- 6.2 Bids not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as required forms, bonds, etc., will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the District.
- 6.3 The District reserves the right to determine which Bids meet the material requirements of the ITB and which Bids are responsible and/or responsive. Further, the Board of Commissioners may reject any and all Bids and seek new Bids when it is in the best interest of the District to do so.

- 6.4 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form, for a Bid by a/an:
- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.
 - b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
 - c. Individual shall show the Bidder's name and business address.
 - d. Bid by a joint venture shall be executed by each joint venture member in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.
- 6.5 All names shall be printed in ink below the signatures.
- 6.6 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.
- 6.7 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.
- 6.8 A Bidder seeking to do business with the District shall, at the time of submitting a Bid, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <https://www.dos.myflorida.com/>.
- The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Proposal Transmittal Form (Bid Form 1).
- 6.9 The Bid should address the requirements in a clear and concise manner in the order stated herein.
- 6.10 Bids must include the information/documents specified in the Bid Proposal Forms. Bids that do not adhere to the format or include the requested information/documents may be considered incomplete and therefore unresponsive by the District.

- 6.11 The District reserves the right to seek additional/supplemental representation on specific issues as needed.
- 6.12 Bids should be typed or clearly written. No changes in or corrections to Bids will be allowed after the Bids are opened.
- 6.13 The signer of the Bid must declare that the Bid in all respects fair and in good faith without collusion or fraud and that the signer of the Bid has the authority to bind the principal Bidder.
- 6.14 The District shall not be liable for any costs incurred by Bidder prior to entering into a contract. Therefore, all Bidders are encouraged to provide a simple, straightforward, and concise description of their ability to meet the ITB requirements.

SECTION 7.0 EVALUATION OF BIDS AND AWARD PROCESS

- 7.1 Bidders who satisfy the required qualifications and are deemed responsible Bidders and who timely submit a responsive Bid will be considered by the District. A Bidder whose Bid, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible. Bids received from prospective Bidders who have been suspended or debarred will not be accepted or considered.
- 7.2 The District may consider the following factors in addition to price when determining whether a Bidder is responsive and responsible:
 - a. Ability, capacity and skill of the Bidder to perform the contract.
 - b. Whether the Bidder can perform the contract within the time specified, without delay, interference, or conflict with current workload.
 - c. Character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 - d. Quality of performance of previous contracts.
 - e. Previous and existing compliance by the vendor with laws and regulations relating to the contract.
 - f. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the Work.
 - g. Quality, availability and adaptability of the supplies or contractual services to the particular use required.
 - h. Ability of the Bidder to provide further maintenance and service for the use of the subject of the contract, if applicable.
 - i. Number and scope of conditions attached to the bid or quote.
 - j. Qualifications of personnel, licensing and corporate qualifications.
 - k. Evidence of improper litigation.
 - l. Use of one or more subcontractors with a record of poor performance.

For the purposes of this section, the District may consider evidence from the ten-year period preceding the subject bid.

- 7.3 The District intends to issue a notice of intended award to the lowest price responsive and responsible bidder (subject to the District's right to reject all bids). No award shall be final until considered and approved by the Board.
- 7.4 In the event the lowest, responsive, responsible bid for a construction project exceeds the architectural or engineering cost estimates, the General Manager or designee is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, in order to bring the bid within the amount of available funds. After award of this Bid the District reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At Contract renewal time(s) or in the event of significant industry wide market changes, the District may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the District considers such adjustments to be in its best interest.
- 7.5 The District reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The District further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The District also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 7.6 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 7.7 In evaluating Bids, the District will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 7.8 The District may conduct such investigations as the District deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents. Any Bidder or sub-contractor that will have access to District facilities or property may be required to be screened to a level that may include but is not limited to fingerprinting and a statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Bidder or sub-contractor.
- 7.9 If the Contract is to be awarded, the District will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the

bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to offer the award.

- 7.10 Responses to this ITB not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. In the best interest of the District, the District reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Bidders are cautioned to make no assumptions unless their response has been deemed responsive.
- 7.11 Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible Bidders the following steps will be taken to establish the award to the lowest Bidder. This method shall be used for all ties.

Step 1 - Local Business:

Between a Local Business and a Non-Local Business, a Contract award, or the first opportunity to negotiate, as applicable, shall be made to the Local Business.

Step 2 Drug Free Workplace:

At the conclusion of step 1 if all is equal, the Bidder with a Drug Free Workplace program shall be given preference, over a Bidder with no Drug Free Workplace program. The Contract award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of § 287.087, F.S.

Step 3 Coin Flip:

At the conclusion of Step 1, and Step 2 if all is equal, the Contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

- 7.12 When the tie has been broken pursuant to the above procedures, the Contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 7.13 If an award or negotiation is unsuccessful with the initial Bidder, award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder if necessary.
- 7.14 When the District gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Contract with the other Contract Documents which are identified in the Contract as attached thereto. Within ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract and attached documents to the District. The District shall deliver one fully signed counterpart to Successful Bidder.

SECTION 8.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 8.1 The District reserves the right to incorporate the successful Bid into the Contract. Failure of a Bidder to accept this obligation may result in the cancellation of the award. The Contract document and its exhibits are included as Appendix F, which is attached hereto and incorporated herein by reference.
- 8.2 The construction, interpretation, and performance of this ITB, and all transactions under it shall be governed by the laws of the State of Florida and the District. The Contract shall include all terms and conditions of this ITB, any addenda, response, and the District's contract issued as a result of this ITB.
- 8.3 The District reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. **The District reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received.** Award will be made to the lowest responsible and responsive Bidder(s) within the category chosen for basis of award. The District reserves the right to award to one or multiple Bidders at its discretion.
- 8.4 The Successful Bidder will be required to assume responsibility for all services offered in the Bid. The District will consider the Successful Bidder to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 8.5 After successful posting of the award for 72 hours, the Successful Bidder will be required to enter into the Contract with the District within the timeframes described in Section 7.14.

SECTION 9.0 STANDARD TERMS AND CONDITIONS (STAC)

- 9.1 Definitions
- 9.2 Florida Public Records Law and Confidentiality
- 9.3 Procurement Challenges
- 9.4 Construction and Venue
- 9.5 Contract
- 9.6 Insurance Requirements and Bond Requirements

9.1 Definitions

The following definitions shall apply to this ITB. Additionally, terms defined in the Contract shall have the same meaning herein.

Award means the determination of a successful Bidder(s) in response to this ITB, resulting in an offer of a Contract to perform the services pursuant to the ITB and their bid.

Bid a proposal submitted in response to this ITB.

Bid Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as bid. If required, a bid bond/deposit shall be for 5% of the amount of the bid.

Bidder means any firm, individual or organization submitting a Bid in response to this ITB.

Cone of Silence is the prohibition of any communication between a Vendor and a District officer, employee, or agent regarding a pending Competitive Procurement, except for such communications at a duly noticed Pre-Proposal Conference or oral presentation, or with the District's designated representative noted in the Competitive Procurement documents.

Contract or Agreement means the legally enforceable document agreed to and signed by the District and successful Bidder(s) (collectively referred to as the "Parties"). A draft Contract is attached hereto as Appendix F and incorporated herein.

District means the Cedar Key Water and Sewer District (the "District") and its employees.

Engineer means the consultant engineering firm utilized by the District for engineering design work, including preparation of the drawings and specifications, for this project.

ITB means this document, its attachments and any document hereinafter incorporated by reference.

Local Business means a business that has a current business tax receipt issued by Levy County, if required, and has its principal office located within Levy County currently and for the six (6) month period immediately preceding submission of a response to a Competitive Procurement.

Notice to Proceed (NTP) Authorization/letter that will inform the Contractor of the date that Contractor can start work. NTP start date will be calculated Fifteen (15) calendar days from the date of the Notice to Award.

Successful Bidder means a Bidder who is Awarded a Contract as result of the Bid submitted in response to this ITB.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract and is due Fifteen (15) days after execution of Contract by the Board of Commissioners for the Cedar Key Water and Sewer District.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract and is due Fifteen (15) days after execution of Contract by the Board of Commissioners for the Cedar Key Water and Sewer District.

Work or Project means the scope of work and/or services.

9.2 Florida Public Records Law and Confidentiality

9.2.1. By submitting a Bid in response to this ITB, a Bidder acknowledges that the District is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Bidder further acknowledges that any materials or documents provided to the District may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

9.2.2 Should the Bidder provide the District with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law;

the Bidder shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Bidder shall submit to the District both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Bidder fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

- 9.2.3 Should any person request to examine or copy any material so designated and provided the affected Bidder has otherwise fully complied with this provision, the District, in reliance on the representations of the Bidder, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the District shall notify the Bidder of that request, and the Bidder shall reply to such notification, in writing that must be received by the District no later than 4:00 p.m., EST, of the District business day following Bidder’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 9.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Bidder refuses to permit disclosure or copying, the Bidder agrees to, and shall, hold harmless and indemnify the District for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the District, or assessed or awarded against the District, in regard to the District’s refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Bidder is not initially named as a party, the Bidder shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Bid submitted by a Bidder in response to this ITB and shall constitute the District’s sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the District.

9.3 Procurement Challenges

Any Bidder who desires to formally protest may do so on the grounds of material irregularities in the bid procedure, or material irregularities in the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing and delivered to the District within 72 hours after posting of the intended recommendation of award. A formal written bid challenge shall be filed within 5 working days in the General Manager’s Office after the date on which the notice of intent of bid challenge has been submitted. Failure to file a timely notice of intent of bid challenge or failure to file a timely formal written bid challenge shall constitute a waiver of bid challenge proceedings. Bidders who do not submit a legitimate bid do not have standing to file a protest. Furthermore, bidders who would not be awarded the subject contract even if the protest were successful lack standing.

The notice of intent of bid challenge shall contain at a minimum: the name of the bidder, the bidder’s address, fax number, and phone number, the name of the bidder’s representative to whom notices may be sent, the name and bid number of the solicitation, and a brief factual summary of the basis of the intended challenge.

The formal written bid challenge shall: identify the challenger and the solicitation involved, include a clear statement of the grounds on which the challenge is based, refer to the statutes, laws, ordinances, or other legal authorities to which the challenger deems itself entitled by application of such authorities to such grounds. The challenger shall mail a copy of the notice of challenge and the formal written challenge to the apparent best bidder. The General Manager shall, within ten (10) working days of receipt of the formal written challenge, cause the challenge to be investigated. In the event the challenge is not resolved, the Board shall, within a reasonable time, be presented with the written challenge and the General Manager's decision to the challenge prior to award of the bid. The procurement, which is the subject of the protest, shall not proceed until a final decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect substantial interest of the District.

Nothing herein relinquishes the District's rights to waive irregularities and formalities in accordance with its bid package and instructions. Further, nothing herein shall create any rights in the unsuccessful bidder. All decision of the Board shall be final.

9.4 Construction and Venue

The validity, construction, and effect of this ITB and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the ITB, Successful Bidder's Bid and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. ITB and all of its addendums and attachments
- c. Successful firm's Bid

Venue for all actions arising under the ITB and subsequent Contract shall lie in Jefferson County, Florida, United States.

9.5 Contract

- 9.5.1 The Successful Bidder will be required to enter into the Contract with the District and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix F and incorporated herein by reference.
- 9.5.2 Any exceptions to the proposed Contract must be noted in Form E-11, Comments on Proposed Contract. The District is under no obligation to modify the proposed Contract to conform to the Successful Bidder's Contract exceptions. Contingent Bids will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Bidder must provide this information to the District at the time of submission of bid questions, as outlined in the Schedule of Events in order to obtain a determination from the District regarding the proposed exception. If a Bidder's exception and modification are rejected by the District during the bid question portion of the Bid process and the Bidder later submits a Bid, Bidder shall be deemed to have accepted this Contract provision.

9.6 Insurance Requirements

9.6.1 Insurance Verification Requirements

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

WORKER'S COMPENSATION

State: Statutory

Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. The recommended minimum coverage is \$1,000,000. The coverage period shall be extended beyond the date of the completed project, until the expiration date of the performance bond.

The insurance requirements described in this Section shall be underwritten by insurers having a Best’s Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the District in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the District prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days’ prior written notice to the District. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the District.

APPENDIX A

**CHECKLIST OF REQUIRED FORMS,
DOCUMENTS, AND CERTIFICATIONS**

**INVITATION TO BID
2025-01
FOR
CEDAR KEY WATER AND SEWER DISTRICT
SANITARY SEWER LIFT STATION REHABILITATION**

APPENDICES

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APPENDIX A: CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS:

Please submit the items on the following list and any other items required by any section of this ITB. The checklist is provided as a courtesy and may not be inclusive of all items required within this ITB:

- ___ A. Checklist of Required Forms, Documents, Certifications (Appendix A)
- ___ B. Bid Form (Appendix B)
- ___ C. Bid Bond (Appendix C)
- ___ D. Bidder Qualification Statement (Appendix D)
- ___ E. Required Forms and Certifications (Appendix E)
 - ___ 1. Indemnification and Hold Harmless
 - ___ 2. Public Entity Crimes Sworn Statement
 - ___ 3. Equal Employment Opportunity/Affirmative Action Statement
 - ___ 4. Drug Free Workplace Certification
 - ___ 5. Disclosure Statement, Conflicts of Interest Disclosure
 - ___ 6. Non-Collusion Affidavit
 - ___ 7. List of Proposed Subcontractors and Services to be Performed
 - ___ 8. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
 - ___ 9. E-Verify Compliance Certification
 - ___ 10. Required Policy Endorsements and Documentation (Insurance Verification)
 - ___ 11. Trench Safety Act
 - ___ 12. Comments on Proposed Contract

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APPENDIX B
PROPOSAL TRANSMITTAL
AND BID FORM

APPENDIX B

PROPOSAL TRANSMITTAL AND BID FORM

Cedar Key Water and Sewer District

LIFT STATION REHABILITATION –

PHASE II

Project No. ITB 2025-01

PROPOSAL TRANSMITTAL FORM

The Cedar Key Water and Sewer District (the “District”), reserves the right to accept or reject any and/or all Bids in the best interest of the District.

This Bid in response to ITB 2025-01 Lift Station Rehabilitation – Phase II is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

TELEPHONE _____

E-MAIL _____

FEID # _____

LISTING OF ANY CERTIFICATIONS OR LICENSES HELD:

NAME: _____ NUMBER: _____

NAME: _____ NUMBER: _____

To: THE CEDAR KEY WATER AND SEWER DISTRICT (hereinafter called the "District")

The undersigned, as Bidder declares that the only person or parties interested in this Bid as principals are those named herein, that this Bid is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____ Addendum #2 dated _____ Initials _____
Addendum #3 dated _____ Initials _____ Addendum #4 dated _____ Initials _____

Bidder proposes, and agrees if this Bid is accepted, Bidder will contract with the District in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the District as therein set forth, furnish the Contractor's Bonds and Insurance specified in the Contract, and to do all other things required of the Contractor by the Contract Documents.

INSERT SUNBIZ INFORMATION HERE:

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Cedar Key Water and Sewer District
Attn: Alicia M. Johns
510 3rd Street
Cedar Key, FL 32625

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with District in the form included in the ITB to perform all Work as specified or indicated in the ITB for the price(s) and within the times indicated in this Bid and in accordance with the ITB.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the ITB, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of District. Bidder will sign the Contract and will furnish the required contract security, and other required documents within the time periods set forth in the ITB.

2.02 Bidder accepts and acknowledges that District reserves the right to accept or reject any and/or all Bids in the best interest of District.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the ITB, other related data identified in the ITB and the Addendums (if any), receipt of all of which is hereby acknowledged.
- B. Bidder has visited the Project Site and become familiar with and is satisfied as to the general, local, and Project Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Project Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Project Site.

- E. Bidder has considered the information known to Bidder, information commonly known to contractors doing business in the locality of the Project Site, information and observations obtained from visits to the Project Site, the ITB, and the Site-related reports and drawings identified in the ITB with respect to the effect of such information, observations, and documents on
 - 1. the cost, progress and performance of the Work
 - 2. the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the ITB to be employed by Bidder; and
 - 3. Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the ITB.
- G. Bidder is aware of the general nature of work (if any) to be performed by District and others at the Project Site that relates to the Work as indicated in the ITB.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the ITB, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The ITB are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. This Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.

- D. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of the Paragraph 4.01.D:
1. “Corrupt practice” means the offering, giving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 2. “Fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of District, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive District of the benefits of free and open competition.
 3. “Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of District, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 4. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the price(s) listed by Bidder on the Basis of Bid Table provided below.

A. LUMP SUM. Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item. The lump sum price bid for various items shall be compensation in full for furnishing all materials, labor, equipment, and incidentals with these plans and specification in order to make the system fully functional and operational. All disposal costs shall be included in the bid items.

1.0 – General Construction Items

1. **Bid Item 1.01 – General Provisions, Including Mobilization, Demobilization, Indemnification, and Insurance (Maximum of 5% of the Total Base Bid):** The **LUMP SUM BID AMOUNT** for all work included under this bid item will be made for mobilization and demobilization of all labor, equipment, materials and appurtenances necessary for construction of the project. Mobilization shall include all those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the initial project site, safety equipment and first aid supplies, and sanitary and other facilities. Also included as part of this bid item is the cost for project performance and payment bonds, insurance, indemnifications, pre & post-construction photographs, shop drawings, record drawings, project testing (i.e. pressure testing, compaction testing, etc.), project specific permits (stormwater pollution prevention plan, NPDES discharge permit, etc.), schedules, documents, coordination, and phasing and other miscellaneous

items associated with the work. Measurement for this bid item will be lump sum. The lump sum price for general provisions shall not exceed five percent (5%) of the total base bid contract amount. Seventy percent (70%) of the lump sum price will be payable with the first month's partial payment. The remaining thirty (30%) will be payable with the final partial payment.

2. **Bid Item 1.02 - Closeout Documentation** : The **LUMP SUM BID AMOUNT** will be to provide all documentation necessary to close out the project. The CONTRACTOR may apply for payment upon satisfactory submittal of a clean set of as-built surveyed plans showing locations of all equipment, pipe lines, valves, fittings, above and below grade structures, and all above and below grade utilities installed, submit consent of surety, assurance satisfactory to OWNER that unsettled claims will be settled, proof to OWNER that taxes, fees, and similar obligations of CONTRACTOR have been paid, waiver of lien from every entity (including the CONTRACTOR) that provided services on the project, submittal of final pay request, and a warranty letter stating CONTRACTOR's obligation for defects and repairs for the duration of the warranty period. The CONTRACTOR may apply for payment on the final pay request.

2.0 – Lift Station #2 Demolition & Rehabilitation

3. **Bid Item 2.01 – Lift Station Demolition**: The **LUMP SUM BID AMOUNT** will be payment for all demolition work associated with the existing lift station wet well, existing mechanical equipment and control panels, discharge piping, valves, and fittings, electrical conduit and wire demolition, existing concrete structure, asphalt or concrete pavement (if required), and all other related items in accordance with the contract documents. Debris removal and disposal shall be in compliance with all applicable federal, state, and local regulations. Prior to the CONTRACTOR performing lift station demolition work, the OWNER shall tag all existing equipment and material, and the tagged lift station equipment and material shall be turned over to the OWNER. Payment shall constitute complete compensation for all labor, materials, equipment, disposal costs, and all other incidentals necessary to complete this work item. The LUMP SUM AMOUNT BID shall be paid based on the percentages of work completed as approved by the ENGINEER.
4. **Bid Item 2.02 – Lift Station Rehabilitation**: The **LUMP SUM BID AMOUNT** will be full compensation for labor, materials, and equipment cost necessary to rehabilitate the LS #2 Lift Station system. The Lift Station #2 rehabilitation includes new piping, valves, fittings, pumps and pump accessories (e.g., guide rails, base elbows, floats, etc.), lift station appurtenances, lift station hatch, powder coated white NEMA 6P and NEMA 4X 316 Stainless Steel control panel enclosure with a remote telemetry system, electrical components (e.g., conduits, wiring, etc.), concrete slab and structures, an interior liner system, and all other items and incidentals

associated with the rehabilitation of the Lift Station #2 system to make the lift station a complete and operable system as indicated in the drawings and technical specifications. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

5. **Bid Item 2.03 – Lift Station Site Work:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, materials, and equipment cost necessary to perform all necessary site work and restoration around the lift station site. Site work includes, but not limited to, select fill, earthwork, excavation, backfilling, compaction, clearing, grubbing, proper disposal of debris, concrete, vinyl chain link fence and gates, granite #57 stone and fabric, and all other items and incidentals associated with the lift station site work as shown and described in the contract documents. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

6. **Bid Item 2.04 – Erosion Control/NPDES Permitting (i.e., Silt Fence, Inlet Protection Systems, Hay Bales, etc.):** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, materials, equipment, and incidentals cost necessary to provide and maintain erosion and sediment control measures in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP), NPDES permit requirements, and applicable federal, state, and local regulations. Work includes, but is not limited to: 1) Preparation, implementation, and maintenance of the SWPPP and associated documentation, 2) Installation, inspection, and upkeep of temporary and permanent erosion and sediment control devices, including silt fence, inlet protection systems, hay bales, sediment traps, slope protection, and other BMPs as required by the governing authority or engineer, 3) If required, coordination with regulatory agencies for NPDES permit coverage, recordkeeping, and reporting requirements, 4) Removal and proper disposal of temporary control measures upon completion of construction and stabilization of disturbed areas, and 5) Restoration of all disturbed areas to pre-construction condition or better, including final seeding, mulching, or other stabilization measures as specified. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

7. **Bid Item 2.05 – Bypass Pumping:** The **LUMP SUM BID AMOUNT** will be compensation for all labor, equipment, and materials including, but not limited to, piping, fittings, valves, fuel, bypass pump SCADA system, and all other items and incidentals required to construct, install, and operate the bypass pumping operation as shown and described in the contract documents. Sewage pump out shall be discharged to another collection system manhole, lift station, or Vac Truck. It's the responsibility of the Contractor to understand and implement all local, state, and federal regulator rules during the bypass pumping operation. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

8. **Bid Item 2.06 – Maintenance of Traffic (MOT) Plan:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, and materials required to implement a MOT Plan that meets FDOT, County, and City requirements. The MOT Plan shall be submitted to the Engineer and Owner for review. The MOT Plan shall be utilized during construction of the lift station rehabilitation and shall remain in place until construction is complete. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
9. **Bid Item 2.07 – Existing Utility Verification:** The **LUMP SUM BID AMOUNT** will be full compensation for the location of all existing utilities as may be required for the construction of this project. The LUMP SUM AMOUNT will be based on acceptable utilities located as required to facilitate the CONTRACTOR’S performance of the work. The amount bid will include, but is not limited to, coordination of “Call-out Locates” of known utilities (i.e. water, sewer, gas, telephone, etc.) as well as “Pot Holeing” or other means of locating by the CONTRACTOR. The LUMP SUM BID AMOUNT will be paid based on the percentages of work completed as approved by the ENGINEER.
10. **Bid Item 2.08 – Construction Testing Reports (i.e. pressure, compaction, concrete, etc.):** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, and testing materials required to test all installed components (i.e. pressure testing, soil density testing, compressive strength of concrete, etc.) as shown and described in the contract documents. All temporary materials or materials not remaining on the ground after the completion of the testing shall remain the property of the Contractor. The LUMP SUM BID AMOUNT will be paid based on the percentages of work completed as approved by the ENGINEER.
11. **Bid Item 2.09 - Construction Stakeout and Certified As-built by Professional Surveyor:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, materials, and professional surveying services necessary to perform construction layout (stakeout) and preparation of certified as-built drawings under the direction of a Licensed Professional Surveyor registered in the project’s jurisdiction. The work includes, but is not limited to: 1) Reviewing contract drawings and establishing control points, benchmarks, and reference lines necessary for accurate layout of all construction features, including grading, utilities, pavements, structures, and appurtenances, 2) Setting stakes, hubs, and reference markers at appropriate intervals and offsets for the guidance of construction operations, 3) Maintaining and protecting all survey control points throughout the project duration, 4) Performing periodic checks and verifications of layout accuracy, 5) Preparing and submitting certified as-built (record) drawings upon completion of construction, showing final locations, elevations, grades, and dimensions of all installed improvements, in both hard copy and digital (CAD) format as required by the Owner or Engineer, 6) Coordinating with the Owner’s Representative or Engineer for survey approvals and as-built

verification. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

12. **Bid Item 2.10 - Performance Demonstration:** The **LUMP SUM BID AMOUNT** will be to provide all work necessary to demonstrate proper operations of the system, including start-up of the equipment. The CONTRACTOR may apply for payment upon satisfactory submittal of the start-up reports.

3.0 – Lift Station #3 Demolition & Rehabilitation

13. **Bid Item 3.01 – Lift Station Demolition:** The **LUMP SUM BID AMOUNT** will be payment for all demolition work associated with the existing lift station wet well, existing mechanical equipment and control panels, discharge piping, valves, and fittings, electrical conduit and wire demolition, existing concrete structure, asphalt or concrete pavement (if required), and all other related items in accordance with the contract documents. Debris removal and disposal shall be in compliance with all applicable federal, state, and local regulations. Prior to the CONTRACTOR performing lift station demolition work, the OWNER shall tag all existing equipment and material, and the tagged lift station equipment and material shall be turned over to the OWNER. Payment shall constitute complete compensation for all labor, materials, equipment, disposal costs, and all other incidentals necessary to complete this work item. The LUMP SUM AMOUNT BID shall be paid based on the percentages of work completed as approved by the ENGINEER.
14. **Bid Item 3.02 – Lift Station Rehabilitation:** The **LUMP SUM BID AMOUNT** will be full compensation for labor, materials, and equipment cost necessary to rehabilitate the LS #3 Lift Station system. The Lift Station #3 rehabilitation includes new piping, valves, fittings, pumps and pump accessories (e.g., guide rails, base elbows, floats, etc.), lift station appurtenances, lift station hatch, powder coated white NEMA 6P and NEMA 4X 316 Stainless Steel control panel enclosure with a remote telemetry system, electrical components (e.g., conduits, wiring, etc.), concrete slab and structures, an interior liner system, and all other items and incidentals associated with the rehabilitation of the Lift Station #3 system to make the lift station a complete and operable system as indicated in the drawings and technical specifications. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
15. **Bid Item 3.03 – Lift Station Site Work:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, materials, and equipment cost necessary to perform all necessary site work and restoration around the lift station site. Site work includes, but not limited to, select fill, earthwork, excavation, backfilling, compaction, clearing, grubbing, proper disposal of debris, concrete, vinyl chain link fence and gates, granite #57 stone and fabric, and all other items and incidentals associated with the lift station site work as

shown and described in the contract documents. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

16. **Bid Item 3.04 – Erosion Control/NPDES Permitting (i.e., Silt Fence, Inlet Protection Systems, Hay Bales, etc.):** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, materials, equipment, and incidentals cost necessary to provide and maintain erosion and sediment control measures in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP), NPDES permit requirements, and applicable federal, state, and local regulations. Work includes, but is not limited to: 1) Preparation, implementation, and maintenance of the SWPPP and associated documentation, 2) Installation, inspection, and upkeep of temporary and permanent erosion and sediment control devices, including silt fence, inlet protection systems, hay bales, sediment traps, slope protection, and other BMPs as required by the governing authority or engineer, 3) If required, coordination with regulatory agencies for NPDES permit coverage, recordkeeping, and reporting requirements, 4) Removal and proper disposal of temporary control measures upon completion of construction and stabilization of disturbed areas, and 5) Restoration of all disturbed areas to pre-construction condition or better, including final seeding, mulching, or other stabilization measures as specified. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
17. **Bid Item 3.05 – Bypass Pumping:** The **LUMP SUM BID AMOUNT** will be compensation for all labor, equipment, and materials including, but not limited to, piping, fittings, valves, fuel, bypass pump SCADA system, and all other items and incidentals required to construct, install, and operate the bypass pumping operation as shown and described in the contract documents. Sewage pump out shall be discharged to another collection system manhole, lift station, or Vac Truck. It's the responsibility of the Contractor to understand and implement all local, state, and federal regulator rules during the bypass pumping operation. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
18. **Bid Item 3.06 – Maintenance of Traffic (MOT) Plan:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, and materials required to implement a MOT Plan that meets FDOT, County, and City requirements. The MOT Plan shall be submitted to the Engineer and Owner for review. The MOT Plan shall be utilized during construction of the lift station rehabilitation and shall remain in place until construction is complete. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
19. **Bid Item 3.07 – Existing Utility Verification:** The **LUMP SUM BID AMOUNT** will be full compensation for the location of all existing utilities as may be required for the construction of this project. The LUMP SUM

AMOUNT will be based on acceptable utilities located as required to facilitate the CONTRACTOR'S performance of the work. The amount bid will include, but is not limited to, coordination of "Call-out Locates" of known utilities (i.e. water, sewer, gas, telephone, etc.) as well as "Pot Holeing" or other means of locating by the CONTRACTOR. The LUMP SUM BID AMOUNT will be paid based on the percentages of work completed as approved by the ENGINEER.

20. **Bid Item 3.08 – Construction Testing Reports (i.e. pressure, compaction, concrete, etc.):** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, and testing materials required to test all installed components (i.e. pressure testing, soil density testing, compressive strength of concrete, etc.) as shown and described in the contract documents. All temporary materials or materials not remaining on the ground after the completion of the testing shall remain the property of the Contractor. The LUMP SUM BID AMOUNT will be paid based on the percentages of work completed as approved by the ENGINEER.
21. **Bid Item 3.09 - Construction Stakeout and Certified As-built by Professional Surveyor:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, materials, and professional surveying services necessary to perform construction layout (stakeout) and preparation of certified as-built drawings under the direction of a Licensed Professional Surveyor registered in the project's jurisdiction. The work includes, but is not limited to: 1) Reviewing contract drawings and establishing control points, benchmarks, and reference lines necessary for accurate layout of all construction features, including grading, utilities, pavements, structures, and appurtenances, 2) Setting stakes, hubs, and reference markers at appropriate intervals and offsets for the guidance of construction operations, 3) Maintaining and protecting all survey control points throughout the project duration, 4) Performing periodic checks and verifications of layout accuracy, 5) Preparing and submitting certified as-built (record) drawings upon completion of construction, showing final locations, elevations, grades, and dimensions of all installed improvements, in both hard copy and digital (CAD) format as required by the Owner or Engineer, 6) Coordinating with the Owner's Representative or Engineer for survey approvals and as-built verification. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
22. **Bid Item 3.10 - Performance Demonstration:** The **LUMP SUM BID AMOUNT** will be to provide all work necessary to demonstrate proper operations of the system, including start-up of the equipment. The CONTRACTOR may apply for payment upon satisfactory submittal of the start-up reports.

4.0 – Lift Station #4 Demolition & Rehabilitation

23. **Bid Item 4.01 – Lift Station Demolition:** The **LUMP SUM BID AMOUNT** will be payment for all demolition work associated with the existing lift station wet well, existing mechanical equipment and control panels, discharge piping, valves, and fittings, electrical conduit and wire demolition, existing concrete structure, asphalt or concrete pavement (if required), and all other related items in accordance with the contract documents. Debris removal and disposal shall be in compliance with all applicable federal, state, and local regulations. Prior to the CONTRACTOR performing lift station demolition work, the OWNER shall tag all existing equipment and material, and the tagged lift station equipment and material shall be turned over to the OWNER. Payment shall constitute complete compensation for all labor, materials, equipment, disposal costs, and all other incidentals necessary to complete this work item. The LUMP SUM AMOUNT BID shall be paid based on the percentages of work completed as approved by the ENGINEER.
24. **Bid Item 4.02 – Lift Station Rehabilitation:** The **LUMP SUM BID AMOUNT** will be full compensation for labor, materials, and equipment cost necessary to rehabilitate the LS #4 Lift Station system. The Lift Station #4 rehabilitation includes new piping, valves, fittings, pumps and pump accessories (e.g., guide rails, base elbows, floats, etc.), lift station appurtenances, lift station hatch, powder coated white NEMA 6P and NEMA 4X 316 Stainless Steel control panel enclosure with a remote telemetry system, electrical components (e.g., conduits, wiring, etc.), concrete slab and structures, an interior liner system, and all other items and incidentals associated with the rehabilitation of the Lift Station #4 system to make the lift station a complete and operable system as indicated in the drawings and technical specifications. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
25. **Bid Item 4.03 – Lift Station Site Work:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, materials, and equipment cost necessary to perform all necessary site work and restoration around the lift station site. Site work includes, but not limited to, select fill, earthwork, excavation, backfilling, compaction, clearing, grubbing, proper disposal of debris, concrete, vinyl chain link fence and gates, granite #57 stone and fabric, and all other items and incidentals associated with the lift station site work as shown and described in the contract documents. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
26. **Bid Item 4.04 – Erosion Control/NPDES Permitting (i.e., Silt Fence, Inlet Protection Systems, Hay Bales, etc.):** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, materials, equipment, and incidentals cost necessary to provide and maintain erosion and sediment control measures in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP), NPDES permit requirements, and applicable federal, state, and local regulations. Work includes, but is not limited to: 1) Preparation, implementation, and maintenance of the SWPPP and associated

documentation, 2) Installation, inspection, and upkeep of temporary and permanent erosion and sediment control devices, including silt fence, inlet protection systems, hay bales, sediment traps, slope protection, and other BMPs as required by the governing authority or engineer, 3) If required, coordination with regulatory agencies for NPDES permit coverage, recordkeeping, and reporting requirements, 4) Removal and proper disposal of temporary control measures upon completion of construction and stabilization of disturbed areas, and 5) Restoration of all disturbed areas to pre-construction condition or better, including final seeding, mulching, or other stabilization measures as specified. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

27. **Bid Item 4.05 – Bypass Pumping:** The **LUMP SUM BID AMOUNT** will be compensation for all labor, equipment, and materials including, but not limited to, piping, fittings, valves, fuel, bypass pump SCADA system, and all other items and incidentals required to construct, install, and operate the bypass pumping operation as shown and described in the contract documents. Sewage pump out shall be discharged to another collection system manhole, lift station, or Vac Truck. It's the responsibility of the Contractor to understand and implement all local, state, and federal regulator rules during the bypass pumping operation. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
28. **Bid Item 4.06 – Maintenance of Traffic (MOT) Plan:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, and materials required to implement a MOT Plan that meets FDOT, County, and City requirements. The MOT Plan shall be submitted to the Engineer and Owner for review. The MOT Plan shall be utilized during construction of the lift station rehabilitation and shall remain in place until construction is complete. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
29. **Bid Item 4.07 – Existing Utility Verification:** The **LUMP SUM BID AMOUNT** will be full compensation for the location of all existing utilities as may be required for the construction of this project. The LUMP SUM AMOUNT will be based on acceptable utilities located as required to facilitate the CONTRACTOR'S performance of the work. The amount bid will include, but is not limited to, coordination of "Call-out Locates" of known utilities (i.e. water, sewer, gas, telephone, etc.) as well as "Pot Holeing" or other means of locating by the CONTRACTOR. The LUMP SUM BID AMOUNT will be paid based on the percentages of work completed as approved by the ENGINEER.
30. **Bid Item 4.08 – Construction Testing Reports (i.e. pressure, compaction, concrete, etc.):** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, and testing materials required to test all installed components (i.e. pressure testing, soil density testing, compressive strength of

concrete, etc.) as shown and described in the contract documents. All temporary materials or materials not remaining on the ground after the completion of the testing shall remain the property of the Contractor. The LUMP SUM BID AMOUNT will be paid based on the percentages of work completed as approved by the ENGINEER.

31. **Bid Item 4.09 - Construction Stakeout and Certified As-built by Professional Surveyor:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, materials, and professional surveying services necessary to perform construction layout (stakeout) and preparation of certified as-built drawings under the direction of a Licensed Professional Surveyor registered in the project's jurisdiction. The work includes, but is not limited to: 1) Reviewing contract drawings and establishing control points, benchmarks, and reference lines necessary for accurate layout of all construction features, including grading, utilities, pavements, structures, and appurtenances, 2) Setting stakes, hubs, and reference markers at appropriate intervals and offsets for the guidance of construction operations, 3) Maintaining and protecting all survey control points throughout the project duration, 4) Performing periodic checks and verifications of layout accuracy, 5) Preparing and submitting certified as-built (record) drawings upon completion of construction, showing final locations, elevations, grades, and dimensions of all installed improvements, in both hard copy and digital (CAD) format as required by the Owner or Engineer, 6) Coordinating with the Owner's Representative or Engineer for survey approvals and as-built verification. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
32. **Bid Item 4.10 - Performance Demonstration:** The **LUMP SUM BID AMOUNT** will be to provide all work necessary to demonstrate proper operations of the system, including start-up of the equipment. The CONTRACTOR may apply for payment upon satisfactory submittal of the start-up reports.

5.0 – Lift Station #5 Demolition & Rehabilitation

33. **Bid Item 5.01 – Lift Station Demolition:** The **LUMP SUM BID AMOUNT** will be payment for all demolition work associated with the existing lift station wet well, existing mechanical equipment and control panels, discharge piping, valves, and fittings, electrical conduit and wire demolition, existing concrete structure, asphalt or concrete pavement (if required), and all other related items in accordance with the contract documents. Debris removal and disposal shall be in compliance with all applicable federal, state, and local regulations. Prior to the CONTRACTOR performing lift station demolition work, the OWNER shall tag all existing equipment and material, and the tagged lift station equipment and material shall be turned over to the OWNER. Payment shall constitute complete compensation for all labor, materials, equipment,

disposal costs, and all other incidentals necessary to complete this work item. The LUMP SUM AMOUNT BID shall be paid based on the percentages of work completed as approved by the ENGINEER.

34. **Bid Item 5.02 – Lift Station Rehabilitation:** The **LUMP SUM BID AMOUNT** will be full compensation for labor, materials, and equipment cost necessary to rehabilitate the LS #5 Lift Station system. The Lift Station #5 rehabilitation includes new piping, valves, fittings, pumps and pump accessories (e.g., guide rails, base elbows, floats, etc.), lift station appurtenances, lift station hatch, powder coated white NEMA 6P and NEMA 4X 316 Stainless Steel control panel enclosure with a remote telemetry system, electrical components (e.g., conduits, wiring, etc.), concrete slab and structures, an interior liner system, and all other items and incidentals associated with the rehabilitation of the Lift Station #5 system to make the lift station a complete and operable system as indicated in the drawings and technical specifications. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
35. **Bid Item 5.03 – Lift Station Site Work:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, materials, and equipment cost necessary to perform all necessary site work and restoration around the lift station site. Site work includes, but not limited to, select fill, earthwork, excavation, backfilling, compaction, clearing, grubbing, proper disposal of debris, concrete, vinyl chain link fence and gates, granite #57 stone and fabric, and all other items and incidentals associated with the lift station site work as shown and described in the contract documents. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
36. **Bid Item 5.04 – Erosion Control/NPDES Permitting (i.e., Silt Fence, Inlet Protection Systems, Hay Bales, etc.):** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, materials, equipment, and incidentals cost necessary to provide and maintain erosion and sediment control measures in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP), NPDES permit requirements, and applicable federal, state, and local regulations. Work includes, but is not limited to: 1) Preparation, implementation, and maintenance of the SWPPP and associated documentation, 2) Installation, inspection, and upkeep of temporary and permanent erosion and sediment control devices, including silt fence, inlet protection systems, hay bales, sediment traps, slope protection, and other BMPs as required by the governing authority or engineer, 3) If required, coordination with regulatory agencies for NPDES permit coverage, recordkeeping, and reporting requirements, 4) Removal and proper disposal of temporary control measures upon completion of construction and stabilization of disturbed areas, and 5) Restoration of all disturbed areas to pre-construction condition or better, including final seeding, mulching, or other stabilization measures as specified. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the

ENGINEER.

37. **Bid Item 5.05 – Bypass Pumping:** The **LUMP SUM BID AMOUNT** will be compensation for all labor, equipment, and materials including, but not limited to, piping, fittings, valves, fuel, bypass pump SCADA system, and all other items and incidentals required to construct, install, and operate the bypass pumping operation as shown and described in the contract documents. Sewage pump out shall be discharged to another collection system manhole, lift station, or Vac Truck. It's the responsibility of the Contractor to understand and implement all local, state, and federal regulator rules during the bypass pumping operation. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
38. **Bid Item 5.06 – Maintenance of Traffic (MOT) Plan:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, and materials required to implement a MOT Plan that meets FDOT, County, and City requirements. The MOT Plan shall be submitted to the Engineer and Owner for review. The MOT Plan shall be utilized during construction of the lift station rehabilitation and shall remain in place until construction is complete. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
39. **Bid Item 5.07 – Existing Utility Verification:** The **LUMP SUM BID AMOUNT** will be full compensation for the location of all existing utilities as may be required for the construction of this project. The LUMP SUM AMOUNT will be based on acceptable utilities located as required to facilitate the CONTRACTOR'S performance of the work. The amount bid will include, but is not limited to, coordination of "Call-out Locates" of known utilities (i.e. water, sewer, gas, telephone, etc.) as well as "Pot Holeing" or other means of locating by the CONTRACTOR. The LUMP SUM BID AMOUNT will be paid based on the percentages of work completed as approved by the ENGINEER.
40. **Bid Item 5.08 – Construction Testing Reports (i.e. pressure, compaction, concrete, etc.):** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, and testing materials required to test all installed components (i.e. pressure testing, soil density testing, compressive strength of concrete, etc.) as shown and described in the contract documents. All temporary materials or materials not remaining on the ground after the completion of the testing shall remain the property of the Contractor. The LUMP SUM BID AMOUNT will be paid based on the percentages of work completed as approved by the ENGINEER.
41. **Bid Item 5.09 - Construction Stakeout and Certified As-built by Professional Surveyor:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, materials, and professional surveying services necessary to perform construction layout (stakeout) and preparation of certified as-built drawings under the direction of a Licensed Professional

Surveyor registered in the project's jurisdiction. The work includes, but is not limited to: 1) Reviewing contract drawings and establishing control points, benchmarks, and reference lines necessary for accurate layout of all construction features, including grading, utilities, pavements, structures, and appurtenances, 2) Setting stakes, hubs, and reference markers at appropriate intervals and offsets for the guidance of construction operations, 3) Maintaining and protecting all survey control points throughout the project duration, 4) Performing periodic checks and verifications of layout accuracy, 5) Preparing and submitting certified as-built (record) drawings upon completion of construction, showing final locations, elevations, grades, and dimensions of all installed improvements, in both hard copy and digital (CAD) format as required by the Owner or Engineer, 6) Coordinating with the Owner's Representative or Engineer for survey approvals and as-built verification. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

42. **Bid Item 5.10 - Performance Demonstration:** The **LUMP SUM BID AMOUNT** will be to provide all work necessary to demonstrate proper operations of the system, including start-up of the equipment. The CONTRACTOR may apply for payment upon satisfactory submittal of the start-up reports.

6.0 – Lift Station #8 Demolition & Rehabilitation

43. **Bid Item 6.01 – Lift Station Demolition:** The **LUMP SUM BID AMOUNT** will be payment for all demolition work associated with the existing lift station wet well, existing mechanical equipment and control panels, discharge piping, valves, and fittings, electrical conduit and wire demolition, existing concrete structure, asphalt or concrete pavement (if required), and all other related items in accordance with the contract documents. Debris removal and disposal shall be in compliance with all applicable federal, state, and local regulations. Prior to the CONTRACTOR performing lift station demolition work, the OWNER shall tag all existing equipment and material, and the tagged lift station equipment and material shall be turned over to the OWNER. Payment shall constitute complete compensation for all labor, materials, equipment, disposal costs, and all other incidentals necessary to complete this work item. The LUMP SUM AMOUNT BID shall be paid based on the percentages of work completed as approved by the ENGINEER.
44. **Bid Item 6.02 – Lift Station Rehabilitation:** The **LUMP SUM BID AMOUNT** will be full compensation for labor, materials, and equipment cost necessary to rehabilitate the LS #8 Lift Station system. The Lift Station #8 rehabilitation includes new piping, valves, fittings, pumps and pump accessories (e.g., guide rails, base elbows, floats, etc.), lift station appurtenances, lift station hatch, powder coated white NEMA 6P and NEMA 4X 316 Stainless Steel control panel enclosure with a remote telemetry

system, electrical components (e.g., conduits, wiring, etc.), concrete slab and structures, an interior liner system, and all other items and incidentals associated with the rehabilitation of the Lift Station #8 system to make the lift station a complete and operable system as indicated in the drawings and technical specifications. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

45. **Bid Item 6.03 – Lift Station Site Work:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, materials, and equipment cost necessary to perform all necessary site work and restoration around the lift station site. Site work includes, but not limited to, select fill, earthwork, excavation, backfilling, compaction, clearing, grubbing, proper disposal of debris, concrete, vinyl chain link fence and gates, granite #57 stone and fabric, and all other items and incidentals associated with the lift station site work as shown and described in the contract documents. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

46. **Bid Item 6.04 – Erosion Control/NPDES Permitting (i.e., Silt Fence, Inlet Protection Systems, Hay Bales, etc.):** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, materials, equipment, and incidentals cost necessary to provide and maintain erosion and sediment control measures in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP), NPDES permit requirements, and applicable federal, state, and local regulations. Work includes, but is not limited to: 1) Preparation, implementation, and maintenance of the SWPPP and associated documentation, 2) Installation, inspection, and upkeep of temporary and permanent erosion and sediment control devices, including silt fence, inlet protection systems, hay bales, sediment traps, slope protection, and other BMPs as required by the governing authority or engineer, 3) If required, coordination with regulatory agencies for NPDES permit coverage, recordkeeping, and reporting requirements, 4) Removal and proper disposal of temporary control measures upon completion of construction and stabilization of disturbed areas, and 5) Restoration of all disturbed areas to pre-construction condition or better, including final seeding, mulching, or other stabilization measures as specified. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

47. **Bid Item 6.05 – Bypass Pumping:** The **LUMP SUM BID AMOUNT** will be compensation for all labor, equipment, and materials including, but not limited to, piping, fittings, valves, fuel, bypass pump SCADA system, and all other items and incidentals required to construct, install, and operate the bypass pumping operation as shown and described in the contract documents. Sewage pump out shall be discharged to another collection system manhole, lift station, or Vac Truck. It's the responsibility of the Contractor to understand and implement all local, state, and federal regulator rules during the bypass pumping operation. The LUMP SUM BID AMOUNT shall be paid based on

the percentages of work completed as approved by the ENGINEER.

48. **Bid Item 6.06 – Shoring and Dewatering:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, materials, equipment, and incidentals necessary to design, install, maintain, and remove temporary shoring and dewatering systems required for the safe and dry execution of excavation and construction activities in accordance with the project plans, specifications, and applicable safety regulations. The work includes, but is not limited to: 1) Preparing and submitting shoring and dewatering plans sealed by a Registered Professional Engineer, including design calculations, layout, and sequencing as required by the Engineer, 2) Installing and maintaining all shoring, sheeting, bracing, trench boxes, or other systems necessary to support excavation walls and prevent ground movement or damage to adjacent structures, utilities, and improvements, 3) Providing and operating pumps, well points, sumps, discharge piping, and other equipment necessary to control groundwater and surface water, maintain dry working conditions, and prevent erosion, sedimentation, or instability, 4) Treating or filtering discharged water as necessary to comply with NPDES permit and environmental requirements before discharge, 5) Monitoring ground and water conditions throughout the work and adjusting systems as necessary for safety and compliance, 6) Removing shoring and dewatering systems upon completion of construction and restoring affected areas. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
49. **Bid Item 6.07 – Maintenance of Traffic (MOT) Plan:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, and materials required to implement a MOT Plan that meets FDOT, County, and City requirements. The MOT Plan shall be submitted to the Engineer and Owner for review. The MOT Plan shall be utilized during construction of the lift station rehabilitation and shall remain in place until construction is complete. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
50. **Bid Item 6.08 – Existing Utility Verification:** The **LUMP SUM BID AMOUNT** will be full compensation for the location of all existing utilities as may be required for the construction of this project. The LUMP SUM AMOUNT will be based on acceptable utilities located as required to facilitate the CONTRACTOR'S performance of the work. The amount bid will include, but is not limited to, coordination of "Call-out Locates" of known utilities (i.e. water, sewer, gas, telephone, etc.) as well as "Pot Holeing" or other means of locating by the CONTRACTOR. The LUMP SUM BID AMOUNT will be paid based on the percentages of work completed as approved by the ENGINEER.
51. **Bid Item 6.09 – Construction Testing Reports (i.e. pressure, compaction, concrete, etc.):** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, and testing materials required to test all installed

components (i.e. pressure testing, soil density testing, compressive strength of concrete, etc.) as shown and described in the contract documents. All temporary materials or materials not remaining on the ground after the completion of the testing shall remain the property of the Contractor. The LUMP SUM BID AMOUNT will be paid based on the percentages of work completed as approved by the ENGINEER.

52. **Bid Item 6.10 - Construction Stakeout and Certified As-built by Professional Surveyor:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, materials, and professional surveying services necessary to perform construction layout (stakeout) and preparation of certified as-built drawings under the direction of a Licensed Professional Surveyor registered in the project's jurisdiction. The work includes, but is not limited to: 1) Reviewing contract drawings and establishing control points, benchmarks, and reference lines necessary for accurate layout of all construction features, including grading, utilities, pavements, structures, and appurtenances, 2) Setting stakes, hubs, and reference markers at appropriate intervals and offsets for the guidance of construction operations, 3) Maintaining and protecting all survey control points throughout the project duration, 4) Performing periodic checks and verifications of layout accuracy, 5) Preparing and submitting certified as-built (record) drawings upon completion of construction, showing final locations, elevations, grades, and dimensions of all installed improvements, in both hard copy and digital (CAD) format as required by the Owner or Engineer, 6) Coordinating with the Owner's Representative or Engineer for survey approvals and as-built verification. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
53. **Bid Item 6.11 - Performance Demonstration:** The **LUMP SUM BID AMOUNT** will be to provide all work necessary to demonstrate proper operations of the system, including start-up of the equipment. The CONTRACTOR may apply for payment upon satisfactory submittal of the start-up reports.

7.0 – Lift Station #15 Demolition & Rehabilitation

54. **Bid Item 7.01 – Lift Station Demolition:** The **LUMP SUM BID AMOUNT** will be payment for all demolition work associated with the existing lift station wet well, existing mechanical equipment and control panels, discharge piping, valves, and fittings, electrical conduit and wire demolition, existing concrete structure, asphalt or concrete pavement (if required), and all other related items in accordance with the contract documents. Debris removal and disposal shall be in compliance with all applicable federal, state, and local regulations. Prior to the CONTRACTOR performing lift station demolition work, the OWNER shall tag all existing equipment and material, and the tagged lift station equipment and material shall be turned over to the OWNER. Payment shall constitute complete compensation for all labor, materials, equipment, disposal costs, and all other incidentals necessary to complete this work item.

The LUMP SUM AMOUNT BID shall be paid based on the percentages of work completed as approved by the ENGINEER.

55. **Bid Item 7.02 – Lift Station Rehabilitation:** The **LUMP SUM BID AMOUNT** will be full compensation for labor, materials, and equipment cost necessary to rehabilitate the LS #15 Lift Station system. The Lift Station #15 rehabilitation includes new piping, valves, fittings, pumps and pump accessories (e.g., guide rails, base elbows, floats, etc.), lift station appurtenances, lift station hatch, powder coated white NEMA 6P and NEMA 4X 316 Stainless Steel control panel enclosure with a remote telemetry system, electrical components (e.g., conduits, wiring, etc.), concrete slab and structures, an interior liner system, and all other items and incidentals associated with the rehabilitation of the Lift Station #15 system to make the lift station a complete and operable system as indicated in the drawings and technical specifications. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
56. **Bid Item 7.03 – Lift Station Site Work:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, materials, and equipment cost necessary to perform all necessary site work and restoration around the lift station site. Site work includes, but not limited to, select fill, earthwork, excavation, backfilling, compaction, clearing, grubbing, proper disposal of debris, concrete, vinyl chain link fence and gates, granite #57 stone and fabric, and all other items and incidentals associated with the lift station site work as shown and described in the contract documents. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
57. **Bid Item 7.04 – Erosion Control/NPDES Permitting (i.e., Silt Fence, Inlet Protection Systems, Hay Bales, etc.):** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, materials, equipment, and incidentals cost necessary to provide and maintain erosion and sediment control measures in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP), NPDES permit requirements, and applicable federal, state, and local regulations. Work includes, but is not limited to: 1) Preparation, implementation, and maintenance of the SWPPP and associated documentation, 2) Installation, inspection, and upkeep of temporary and permanent erosion and sediment control devices, including silt fence, inlet protection systems, hay bales, sediment traps, slope protection, and other BMPs as required by the governing authority or engineer, 3) If required, coordination with regulatory agencies for NPDES permit coverage, recordkeeping, and reporting requirements, 4) Removal and proper disposal of temporary control measures upon completion of construction and stabilization of disturbed areas, and 5) Restoration of all disturbed areas to pre-construction condition or better, including final seeding, mulching, or other stabilization measures as specified. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

58. **Bid Item 7.05 – Bypass Pumping:** The **LUMP SUM BID AMOUNT** will be compensation for all labor, equipment, and materials including, but not limited to, piping, fittings, valves, fuel, bypass pump SCADA system, and all other items and incidentals required to construct, install, and operate the bypass pumping operation as shown and described in the contract documents. Sewage pump out shall be discharged to another collection system manhole, lift station, or Vac Truck. It's the responsibility of the Contractor to understand and implement all local, state, and federal regulator rules during the bypass pumping operation. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
59. **Bid Item 7.06 – Maintenance of Traffic (MOT) Plan:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, and materials required to implement a MOT Plan that meets FDOT, County, and City requirements. The MOT Plan shall be submitted to the Engineer and Owner for review. The MOT Plan shall be utilized during construction of the lift station rehabilitation and shall remain in place until construction is complete. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
60. **Bid Item 7.07 – Existing Utility Verification:** The **LUMP SUM BID AMOUNT** will be full compensation for the location of all existing utilities as may be required for the construction of this project. The LUMP SUM AMOUNT will be based on acceptable utilities located as required to facilitate the CONTRACTOR'S performance of the work. The amount bid will include, but is not limited to, coordination of "Call-out Locates" of known utilities (i.e. water, sewer, gas, telephone, etc.) as well as "Pot Holeing" or other means of locating by the CONTRACTOR. The LUMP SUM BID AMOUNT will be paid based on the percentages of work completed as approved by the ENGINEER.
61. **Bid Item 7.08 – Construction Testing Reports (i.e. pressure, compaction, concrete, etc.):** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, and testing materials required to test all installed components (i.e. pressure testing, soil density testing, compressive strength of concrete, etc.) as shown and described in the contract documents. All temporary materials or materials not remaining on the ground after the completion of the testing shall remain the property of the Contractor. The LUMP SUM BID AMOUNT will be paid based on the percentages of work completed as approved by the ENGINEER.
62. **Bid Item 7.09 - Construction Stakeout and Certified As-built by Professional Surveyor:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, materials, and professional surveying services necessary to perform construction layout (stakeout) and preparation of certified as-built drawings under the direction of a Licensed Professional Surveyor registered in the project's jurisdiction. The work includes, but is not limited to: 1) Reviewing contract drawings and establishing control points,

benchmarks, and reference lines necessary for accurate layout of all construction features, including grading, utilities, pavements, structures, and appurtenances, 2) Setting stakes, hubs, and reference markers at appropriate intervals and offsets for the guidance of construction operations, 3) Maintaining and protecting all survey control points throughout the project duration, 4) Performing periodic checks and verifications of layout accuracy, 5) Preparing and submitting certified as-built (record) drawings upon completion of construction, showing final locations, elevations, grades, and dimensions of all installed improvements, in both hard copy and digital (CAD) format as required by the Owner or Engineer, 6) Coordinating with the Owner's Representative or Engineer for survey approvals and as-built verification. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

63. **Bid Item 7.10 - Performance Demonstration:** The **LUMP SUM BID AMOUNT** will be to provide all work necessary to demonstrate proper operations of the system, including start-up of the equipment. The CONTRACTOR may apply for payment upon satisfactory submittal of the start-up reports.

8.0 – Lift Station #16 Demolition & Rehabilitation

1. **Bid Item 8.01 – Lift Station Demolition:** The **LUMP SUM BID AMOUNT** will be payment for all demolition work associated with the existing lift station wet well, existing mechanical equipment and control panels, discharge piping, valves, and fittings, electrical conduit and wire demolition, existing concrete structure, asphalt or concrete pavement (if required), and all other related items in accordance with the contract documents. Debris removal and disposal shall be in compliance with all applicable federal, state, and local regulations. Prior to the CONTRACTOR performing lift station demolition work, the OWNER shall tag all existing equipment and material, and the tagged lift station equipment and material shall be turned over to the OWNER. Payment shall constitute complete compensation for all labor, materials, equipment, disposal costs, and all other incidentals necessary to complete this work item. The LUMP SUM AMOUNT BID shall be paid based on the percentages of work completed as approved by the ENGINEER.
2. **Bid Item 8.02 – Lift Station Rehabilitation:** The **LUMP SUM BID AMOUNT** will be full compensation for labor, materials, and equipment cost necessary to rehabilitate the LS #16 Lift Station system. The Lift Station #16 rehabilitation includes new piping, valves, fittings, pumps and pump accessories (e.g., guide rails, base elbows, floats, etc.), lift station appurtenances, lift station hatch, powder coated white NEMA 6P and NEMA 4X 316 Stainless Steel control panel enclosure with a remote telemetry system, electrical components (e.g., conduits, wiring, etc.), concrete slab and structures, an interior liner system, and all other items and incidentals

associated with the rehabilitation of the Lift Station #16 system to make the lift station a complete and operable system as indicated in the drawings and technical specifications. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

3. **Bid Item 8.03 – Lift Station Site Work:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, materials, and equipment cost necessary to perform all necessary site work and restoration around the lift station site. Site work includes, but not limited to, select fill, earthwork, excavation, backfilling, compaction, clearing, grubbing, proper disposal of debris, concrete, vinyl chain link fence and gates, granite #57 stone and fabric, and all other items and incidentals associated with the lift station site work as shown and described in the contract documents. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
4. **Bid Item 8.04 – Erosion Control/NPDES Permitting (i.e., Silt Fence, Inlet Protection Systems, Hay Bales, etc.):** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, materials, equipment, and incidentals cost necessary to provide and maintain erosion and sediment control measures in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP), NPDES permit requirements, and applicable federal, state, and local regulations. Work includes, but is not limited to: 1) Preparation, implementation, and maintenance of the SWPPP and associated documentation, 2) Installation, inspection, and upkeep of temporary and permanent erosion and sediment control devices, including silt fence, inlet protection systems, hay bales, sediment traps, slope protection, and other BMPs as required by the governing authority or engineer, 3) If required, coordination with regulatory agencies for NPDES permit coverage, recordkeeping, and reporting requirements, 4) Removal and proper disposal of temporary control measures upon completion of construction and stabilization of disturbed areas, and 5) Restoration of all disturbed areas to pre-construction condition or better, including final seeding, mulching, or other stabilization measures as specified. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
5. **Bid Item 8.05 – Bypass Pumping:** The **LUMP SUM BID AMOUNT** will be compensation for all labor, equipment, and materials including, but not limited to, piping, fittings, valves, fuel, bypass pump SCADA system, and all other items and incidentals required to construct, install, and operate the bypass pumping operation as shown and described in the contract documents. Sewage pump out shall be discharged to another collection system manhole, lift station, or Vac Truck. It's the responsibility of the Contractor to understand and implement all local, state, and federal regulator rules during the bypass pumping operation. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

6. **Bid Item 8.06 – Maintenance of Traffic (MOT) Plan:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, and materials required to implement a MOT Plan that meets FDOT, County, and City requirements. The MOT Plan shall be submitted to the Engineer and Owner for review. The MOT Plan shall be utilized during construction of the lift station rehabilitation and shall remain in place until construction is complete. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.
7. **Bid Item 8.07 – Existing Utility Verification:** The **LUMP SUM BID AMOUNT** will be full compensation for the location of all existing utilities as may be required for the construction of this project. The LUMP SUM AMOUNT will be based on acceptable utilities located as required to facilitate the CONTRACTOR’S performance of the work. The amount bid will include, but is not limited to, coordination of “Call-out Locates” of known utilities (i.e. water, sewer, gas, telephone, etc.) as well as “Pot Holeing” or other means of locating by the CONTRACTOR. The LUMP SUM BID AMOUNT will be paid based on the percentages of work completed as approved by the ENGINEER.
8. **Bid Item 8.08 – Construction Testing Reports (i.e. pressure, compaction, concrete, etc.):** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, and testing materials required to test all installed components (i.e. pressure testing, soil density testing, compressive strength of concrete, etc.) as shown and described in the contract documents. All temporary materials or materials not remaining on the ground after the completion of the testing shall remain the property of the Contractor. The LUMP SUM BID AMOUNT will be paid based on the percentages of work completed as approved by the ENGINEER.
9. **Bid Item 8.09 - Construction Stakeout and Certified As-built by Professional Surveyor:** The **LUMP SUM BID AMOUNT** will be full compensation for all labor, equipment, materials, and professional surveying services necessary to perform construction layout (stakeout) and preparation of certified as-built drawings under the direction of a Licensed Professional Surveyor registered in the project’s jurisdiction. The work includes, but is not limited to: 1) Reviewing contract drawings and establishing control points, benchmarks, and reference lines necessary for accurate layout of all construction features, including grading, utilities, pavements, structures, and appurtenances, 2) Setting stakes, hubs, and reference markers at appropriate intervals and offsets for the guidance of construction operations, 3) Maintaining and protecting all survey control points throughout the project duration, 4) Performing periodic checks and verifications of layout accuracy, 5) Preparing and submitting certified as-built (record) drawings upon completion of construction, showing final locations, elevations, grades, and dimensions of all installed improvements, in both hard copy and digital (CAD) format as required by the Owner or Engineer, 6) Coordinating with the Owner’s Representative or Engineer for survey approvals and as-built

verification. The LUMP SUM BID AMOUNT shall be paid based on the percentages of work completed as approved by the ENGINEER.

Bid Item 8.10 - Performance Demonstration: The **LUMP SUM BID AMOUNT** will be to provide all work necessary to demonstrate proper operations of the system, including start-up of the equipment. The CONTRACTOR may apply for payment upon satisfactory submittal of the start-up reports.

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Basis of Bid Table

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1.0	<u>General Construction Items</u>				
1.01	General Provisions, Including Mobilization, De-mobilization, Indemnification, and Insurance (Max 5% of the Total Base Bid)	1	LS		
1.02	Closeout Documentation	1	LS		
General Construction Items Sub-Total					
2.0	<u>Lift Station #2 Demolition & Rehabilitation</u>				
2.01	Lift Station Demolition	1	LS		
2.02	Lift Station Rehabilitation	1	LS		
2.03	Lift Station Site Work	1	LS		
2.04	Erosion Control/NPDES Permitting (i.e., Silt Fence, Inlet Protection Systems, Hay Bales, etc.)	1	LS		
2.05	Bypass Pumping	1	LS		
2.06	Maintenance of Traffic (MOT)	1	LS		
2.07	Existing Utility Verification	1	LS		
2.08	Construction Testing Reports (i.e. pressure, compaction, concrete, etc.)	1	LS		
2.09	Construction Stakeout and Certified As-built by Professional Surveyor	1	LS		
2.10	Performance Demonstration	1	LS		
Lift Station #2 Demolition & Rehabilitation Sub-Total					
3.0	<u>Lift Station #3 Demolition & Rehabilitation</u>				
3.01	Lift Station Demolition	1	LS		
3.02	Lift Station Rehabilitation	1	LS		
3.03	Lift Station Site Work	1	LS		
3.04	Erosion Control/NPDES Permitting (i.e., Silt Fence, Inlet Protection Systems, Hay Bales, etc.)	1	LS		
3.05	Bypass Pumping	1	LS		
3.06	Maintenance of Traffic (MOT)	1	LS		
3.07	Existing Utility Verification	1	LS		
3.08	Construction Testing Reports (i.e. pressure, compaction, concrete, etc.)	1	LS		
3.09	Construction Stakeout and Certified As-built by Professional Surveyor	1	LS		
3.10	Performance Demonstration	1	LS		
Lift Station #3 Demolition & Rehabilitation Sub-Total					
4.0	<u>Lift Station #4 Demolition & Rehabilitation</u>				
4.01	Lift Station Demolition	1	LS		
4.02	Lift Station Rehabilitation	1	LS		
4.03	Lift Station Site Work	1	LS		
4.04	Erosion Control/NPDES Permitting (i.e., Silt Fence, Inlet Protection Systems, Hay Bales, etc.)	1	LS		
4.05	Bypass Pumping	1	LS		
4.06	Maintenance of Traffic (MOT)	1	LS		
4.07	Existing Utility Verification	1	LS		
4.08	Construction Testing Reports (i.e. pressure, compaction, concrete, etc.)	1	LS		
4.09	Construction Stakeout and Certified As-built by Professional Surveyor	1	LS		
4.10	Performance Demonstration	1	LS		
Lift Station #4 Demolition & Rehabilitation Sub-Total					

5.0		<u>Lift Station #5 Demolition & Rehabilitation</u>			
5.01	Lift Station Demolition	1	LS		
5.02	Lift Station Rehabilitation	1	LS		
5.03	Lift Station Site Work	1	LS		
5.04	Erosion Control/NPDES Permitting (i.e., Silt Fence, Inlet Protection Systems, Hay Bales, etc.)	1	LS		
5.05	Bypass Pumping	1	LS		
5.06	Maintenance of Traffic (MOT)	1	LS		
5.07	Existing Utility Verification	1	LS		
5.08	Construction Testing Reports (i.e. pressure, compaction, concrete, etc.)	1	LS		
5.09	Construction Stakeout and Certified As-built by Professional Surveyor	1	LS		
5.10	Performance Demonstration	1	LS		
		<u>Lift Station #5 Demolition & Rehabilitation Sub-Total</u>			
6.0		<u>Lift Station #8 Demolition & Rehabilitation</u>			
6.01	Lift Station Demolition	1	LS		
6.02	Lift Station Rehabilitation	1	LS		
6.03	Lift Station Site Work	1	LS		
6.04	Erosion Control/NPDES Permitting (i.e., Silt Fence, Inlet Protection Systems, Hay Bales, etc.)	1	LS		
6.05	Bypass Pumping	1	LS		
6.06	Shoring & Dewatering	1	LS		
6.07	Maintenance of Traffic (MOT)	1	LS		
6.08	Existing Utility Verification	1	LS		
6.09	Construction Testing Reports (i.e. pressure, compaction, concrete, etc.)	1	LS		
6.10	Construction Stakeout and Certified As-built by Professional Surveyor	1	LS		
6.11	Performance Demonstration	1	LS		
		<u>Lift Station #8 Demolition & Rehabilitation Sub-Total</u>			
7.0		<u>Lift Station #15 Demolition & Rehabilitation</u>			
7.01	Lift Station Demolition	1	LS		
7.02	Lift Station Rehabilitation	1	LS		
7.03	Lift Station Site Work	1	LS		
7.04	Erosion Control/NPDES Permitting (i.e., Silt Fence, Inlet Protection Systems, Hay Bales, etc.)	1	LS		
7.05	Bypass Pumping	1	LS		
7.06	Maintenance of Traffic (MOT)	1	LS		
7.07	Existing Utility Verification	1	LS		
7.08	Construction Testing Reports (i.e. pressure, compaction, concrete, etc.)	1	LS		
7.09	Construction Stakeout and Certified As-built by Professional Surveyor	1	LS		
7.10	Performance Demonstration	1	LS		
		<u>Lift Station #15 Demolition & Rehabilitation Sub-Total</u>			

APPENDIX C

BID BOND

APPENDIX C

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ ,

(herein after called the Principal) and _____
_____ ,

(herein called the Surety), a corporation chartered and existing under the laws of the state of _____ with its principal offices in the city of _____ and authorized to do business in the State of Florida are held and firmly bound unto the Cedar Key Water and Sewer District (hereinafter called the "District"), in the full and just sum of _____ dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the District, to which payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, and executors, administrators, and assigns, jointly and severally and firmly by these presents.

Whereas, the Principal is about to submit, or has submitted to the District, a proposal for furnishing all labor, materials, equipment and incidentals necessary to furnish and install:

Project No. ITB 2025-01; Lift Station Rehabilitation – Phase II

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within fifteen days after the date of a written Notice of Award, execute a Contract in accordance with the Proposal and upon the terms, conditions and price(s) set forth therein, of the form and manner required by the District, and execute a sufficient and satisfactory Contract Performance Bond and Payment Bond payable to the District, in an amount of 100 Percent of the total Contract price each in a form and with security satisfactory to the said District, then this obligation to be void; otherwise to be and remain in full force and virtue in the law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid District, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN TESTIMONY Thereof, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, _____.

Principal

By _____
(Seal)

Surety

(Seal)

Countersigned _____

Local Resident Producing Agent for _____

APPENDIX D

BIDDER QUALIFICATION QUESTIONNAIRE

APPENDIX D

BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Bidders may attach additional sheets as necessary if additional space is required.

1. How many years has your organization been in business as a Contractor?

2. Describe and give contact information of current projects that you have underway. Do you have a project(s) underway which might interfere with the start of this Work and completion on schedule?

3. List projects and provide a brief description that you have completed similar in type, size, and nature as the one proposed. Note: Projects may be larger than this project.

- a. Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____ Contract Value: _____
Team Members: _____

Description of Project: _____

- b. Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____

Address: _____
Date Started: _____ Date Completed: _____ Contract Value: _____
Team Members: _____

Description of Project: _____

c. Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____ Contract Value: _____
Team Members: _____

Description of Project: _____

4. List any additional references you would like to include outside of projects similar in scope to this one

Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____

Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____

Name of Project: _____
Owner/Engineer: _____ Telephone No.: _____
Address: _____

5. List the projects completed within Levy County in the past (5) years.

6. Have you ever failed to complete work awarded to you? If so, where and why?

-
7. Bidders must disclose and provide a description of any and all conflicts occurring in the past seven (7) years with any contracts, projects, or clients. Conflicts include, but are not limited to, payment disputes, quality of work disputes, failure to timely perform, lawsuits, administrative proceedings, claims or threatened claims on bonds, and other matters that may call into question the Bidder's ability to assure a quality and good faith performance. Poor or unacceptable past performance may result in a Bidder being deemed "not responsible." Failure to disclose relevant Conflict information may result in termination for a breach of contract.

List all past project conflicts, litigations, arbitrations, mediations, informal settlement discussions, or disputes involving your company for the past (3) years and outcome. Fully describe the circumstances (use additional sheets if necessary).

8. State the true and exact, correct, and complete name under which you do business. BIDDER IS (select one):

A SOLE PROPRIETORSHIP, PARTNERSHIP OR CORPORATION

(Bidder Name)

(Address)

By _____ (Printed name of person authorized to sign)

(Title)

(Authorized Signature)

Phone No.: _____

9. LIST ALL PRINCIPALS OF ORGANIZATION: (President, Vice President, Secretary-Treasurer, Partner, etc.)

Signature and Title of Person Submitting Application	Date
--	------

APPENDIX E

REQUIRED FORMS AND CERTIFICATIONS (E1 – E11)

**APPENDIX E-1
INDEMNIFICATION AND HOLD HARMLESS**

As further described in the Contract Documents, to the fullest extent permitted by law, Bidder shall indemnify and hold harmless the Cedar Key Water and Sewer District and its officers, agents, and employees from any and all claims, liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, arising out of or connected to Bidder's performance of this Contract.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

APPENDIX E-2
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Cedar Key Water and Sewer District.

By : _____
[Print individual's name and title]

for _____
[Print name of entity submitting sworn statement]

Whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is . _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2026.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of notary public

APPENDIX E-3
DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses 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 response 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 responses 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, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation 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 this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

**APPENDIX E-4
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Cedar Key Water and Sewer District. All firms must disclose the name of any such officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliates. All Bidders must also disclose the name of any employee, agent, lobbyist, previous employee of the entities listed above, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Cedar Key Water and Sewer District with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of the Cedar Key Water and Sewer District.

_____	_____
_____	_____

Name of an State Officer or Employee that owns 5% or more in Bidder's firm:

_____	_____
_____	_____

Name

Company

Date

**APPENDIX E-5
NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Cedar Key Water and Sewer District and that it will be relied upon by said District in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a, _____ formed under the laws of _____

(Type of Business)

(State or Province)

of which he is . _____.

(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the District, also that no head of any department or employee therein, or any officer of the District is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____, 2026.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

**APPENDIX E-6
LIST OF PROPOSED CONTRACTORS AND SERVICES TO BE PERFORMED**

By signing below, Bidder certifies that in the event it is awarded the contract, Bidder, as the prime contractor for the Project, shall self-perform at a minimum 50% of the Project Work.

For Each Subcontractor Listed Below, Attach Additional Sheets Containing an Experience Statement with Pertinent Information Regarding Similar Projects and Other Experience

Subcontract 1 Name: City/State/Zip: Services to Perform and Percentage:
Subcontract 2 Name: City/State/Zip: Services to Perform and Percentage:
Subcontract 3 Name: City/State/Zip: Services to Perform and Percentage:
Subcontract 5 Name: City/State/Zip: Services to Perform and Percentage:
Subcontract 6 Name: City/State/Zip: Services to Perform and Percentage:
Subcontract 7 Name: City/State/Zip: Services to Perform and Percentage:
Subcontract 8 Name: City/State/Zip: Services to Perform and Percentage:
Subcontract 9 Name: City/State/Zip: Services to Perform and Percentage:
Subcontract 10 Name: City/State/Zip: Services to Perform and Percentage:

Signature

Title

ITB 2025-01 Sanitary Sewer Lift Station Rehabilitation

Contractor/Firm

Address

APPENDIX E-7
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, DISCRIMINATORY
VENDORS
AND OTHER RESPONSIBILITY MATTERS

- 1) The Bidder certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency;
 - b) Have not within a three (3) year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive state or federally funded contracts.
- 4) The Bidder certifies that neither Bidder nor any of its affiliates have been placed on the discriminatory vendor list maintained by the Florida Department of Management Services pursuant to section 287.134, Florida Statutes, within three (3) years of the date of advertisement of this ITB.

Signature

Title

Contractor/Firm

Address

**APPENDIX E-8
E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the Cedar Key Water and Sewer District upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this ITB regarding e-Verify Compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**APPENDIX E-10
TRENCH SAFETY ACT**

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, Chapter 553, Part VI, Florida Statutes. The Bidder further identifies the cost to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF,SY)	Unit Quantity	Unit Cost	Extended Cost
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
Total \$ _____				

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

Dated _____ Bidder _____

By _____

APPENDIX F
FORM CONTRACT

Appendix F
CONSTRUCTION AGREEMENT

CEDAR KEY WATER AND SEWER DISTRICT, an independent special district unit of government, situated at 510 3rd Street, Cedar Key, Florida 32625 (the "District"), hereby contracts with [Insert Contractor's Name, Address, and Corporate Registration Info] (the "Contractor") in connection with the District's Project [**Project Name**], **Project No. #** (the "Project"), as said work is set forth in the Plans and Specifications prepared by [**Consultant/Engineer**], the Engineer and/or Architect of Record (the "Design Professional") and other Contract Documents hereafter specified (the "Work").

The District and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 36 hereof, the Legal Advertisement, ITB 2025-01 Intent and General Information, the Instructions to Bidders, the Technical Specifications included in ITB 2025-01, the Construction Plans included in ITB 2025-01, the Contractor's Bid proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. The Design Professional is the initial interpreter of the Contract Documents but is not the judge between the District and the Contractor. The District reserves the right to make final decisions considering the Design Professional's recommendations or interpretations of the Contract Documents. The Design Professional does not have authority to obligate or commit the District to fund additional expenditures or approve extensions of time over the approved Contract Time or Amount. However, the Design Professional's interpretation as to the intent of his design shall be final and not subject to interpretation by the District's staff.

C. Any Work that may be reasonably inferred from the specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits except as otherwise provided; (3) Field Orders; (4) the solicitation documents, including any addenda. The Contract Documents listed above represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

D. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

E. The District shall furnish to the Contractor up to three (3) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

F. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the District.

G. Construction services provided by Contractor for the Project shall be under the general direction of Gabe Doty, Superintendent, or their successor, who shall act as the District's representative during the term of this Agreement. If the District's representative is not a District employee, then District's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the Department Director, General Manager, or Board of Directors.

H. The District's representative, within the authority conferred by the Board of Directors, shall initiate written Change Orders, and notification to the Contractor of any and all changes approved by the District in the Contractor's: (1) compensation; (2) time and/or schedule of service delivery; (3) and any amendment (s) or other change(s) relative to the Work pursuant to this Contract or Change Orders pertaining thereto. Following District approval, the District's representative shall coordinate issuance of any such documents. The District's representative shall be responsible for acting on the District's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract or any amendments, or Change Orders issued hereunder.

I. Neither the Contractor nor any Subcontractor, Supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the District shall have or acquire any title to or ownership rights to any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the District or their Design Professional and the specific written verification or adaptation by the Design Professional.

Section 2. Scope of Work.

A. The Project is to provide lift station rehabilitation construction services of five of the District's sanitary sewer lift stations, as set forth in the Plans and Specifications prepared by the Design Professional. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement to complete the Project.

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

Section 3. Contract Amount.

A. In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the District, the District agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: [**\$**] or in WORDS: [**AND NO/100**]. The cost proposal is on the following page.

The remainder of this page is intentionally left blank

[Insert Cost Proposal]

B. If the Contract Amount includes an Allowance, the Contractor shall cause the Work covered by the Allowance to be done for such sums within the limits of the Allowance as the District may approve. The Contractor agrees that the Contract Amount includes such sums as they deem proper for costs and any profit on account of any Allowances. No demands for an additional sum for overhead or profit will be allowed.

C. Any agreed upon changes to the Contract Amount must be accomplished by an approved, written Change Order in the form attached to this Agreement.

D. The District may subsequently identify items eligible for direct purchase for sales tax savings. The District shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials or equipment included in the Contractor's bid for the Contract. The District reserves the right to require Contractor to assign to the District agreements with suppliers for such goods. Contractor shall, from time to time submit, update and keep current, for consideration by the District, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than \$10,000 need not be listed. Goods not required for the performance of the Contract shall not be purchased under this Agreement. The District reserves the right to delete or add items from this Agreement when it is in the District's best interest. Upon approval by the District, the Contractor will provide a worksheet by electronic means which will include a proposal from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The District will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the Contract Amount by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by Owner. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the District, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the District.

Section 4. Bonds.

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly, and a copy of the amendment forwarded to the District. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the District; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the District's approval.

Section 5. Contract Time and Liquidated Damages.

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" is established in the Notice to Proceed to be issued by the District. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the District's stated insurance and Bond submittal requirements. The Contractor shall commence the Work within ten (10) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within **235 calendar days** from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so the District can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully and finally completed and ready for final acceptance by the District within **265 calendar days** from the Commencement Date (herein "Contract Time").

B. The District and the Contractor recognize that, since time is of the essence for this Agreement, the District will suffer financial loss if the Work is not completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the District shall be entitled to assess, as liquidated damages, but not as a penalty, **\$1,000.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Design Professional issues a Substantial Completion Certificate pursuant to the terms hereof. Upon substantial completion, should the Work not be fully and finally completed within the time period noted above, the District shall be entitled to assess, as liquidated damages, but not as a penalty, **\$500.00** for each calendar day thereafter until final completion is achieved. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the District's actual damages at the time of contracting if the Contractor fails to complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. All days shall mean calendar day and not business day.

Section 6. Intent of Contract Documents.

A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Design Professional in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design Professional. If required, a Field Order or Change Order will be issued pursuant to Section 15 of this Agreement. If the Contractor performs any Construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Design Professional and District, the Contractor shall assume responsibility for such performance and shall share in costs associated with any corrections. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

C. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 7. Investigation and Utilities.

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water, sewer, and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface

conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities (surface and subsurface) being referred to in this Sub-Section 7.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of District facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The District shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the District's facilities.

Section 8. Schedule.

A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the District and Design Professional, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

B. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the District's and Design Professional's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The District's and the Design Professional's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the District's obligation to pay Contractor.

Section 9. Progress Payments.

A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the District and the Design Professional, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the District and Design Professional, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Design Professional along with a completed and notarized copy of the Application for Payment form. No voluntary acceleration or

early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Schedule of Values.

B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the District and the Design Professional a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

C. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the District in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the District has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the District's interest therein, all of which shall be subject to the District's satisfaction.

D. Contractor shall submit two (2) copies of its monthly Application for Payment to the Design Professional on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Design Professional shall either:

D.1 indicate his approval of the requested payment;

D.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or

D.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

In the event of a total denial and return of the Application for Payment by the Design Professional, the Contractor may make the necessary corrections and resubmit the Application for Payment. The District shall, within thirty (30) calendar days after District approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the District be obligated to pay any amount greater than that portion of the Application for Payment approved by the Design Professional.

E. The District shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Design Professional for payment, whichever is less. Such sums shall be accumulated and released to Contractor as follows. Within 20 days after the Design Professional delivers the tentative punch list to Contractor as set forth in set forth in Section 26 herein, the District will pay the contractor the remaining contract balance including retainage previously withheld less an amount equal to 150 percent of the estimated cost to complete the items on the tentative punch list (the "remaining

retainage”). The remaining retainage will be released to the Contractor with final payment. .

F. Monthly payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's work.

G. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The District shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

H. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the District's and the Design Professional's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the District to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 10. Payments Withheld.

A. The Design Professional or the District may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Design Professional or the District may nullify the whole or any part of any approval for payment previously issued and the District may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the District and Contractor, to such extent as may be necessary in the District's opinion to protect it from loss because of:

A.1 Defective Work not remedied;

A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

A.5 Reasonable indication that the Work will not be completed within the Contract Time;

A.6 Unsatisfactory prosecution of the Work by the Contractor;

A.7 Failure to provide accurate and current "As-Builts"; or

A.8 Any other material breach of the Contract Documents.

B. If these conditions in Subsection 10.A are not remedied or removed, the District may, after three (3) days written notice, rectify the same at Contractor's expense. The District also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the District, whether relating to or arising out of this Agreement or any other agreement between Contractor and the District.

Section 11. Final Payment.

A. The District shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the District and the Design Professional in accordance with Section 26.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the District with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the District.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the District arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the District shall be deemed to be a waiver of the District's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or the District at the time of final inspection.

Section 12. Submittals and Substitutions.

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the District if sufficient information is submitted by Contractor to allow the District to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the District from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional within thirty (30) calendar days after Notice of Award is received by Contractor.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the District for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional in evaluating the proposed substitute. The Design Professional may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Design Professional, if Contractor submits sufficient information to allow the Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional shall be the same as those provided herein for substitute materials and equipment.

E. The Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. The Design Professional shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Design Professional's and the District's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The District may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Design Professional will record time required by the Design Professional and the Design Professional's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the District accepts a proposed substitute, Contractor shall reimburse the District for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the District's sole discretion.

Section 13. Daily Reports, As-Builts and Meetings.

A. Unless waived in writing by the District, Contractor shall complete and submit to Design Professional on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Design Professional and the District. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- A.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- A.2. Soil conditions which adversely affect the Work;
- A.3. The hours of operation by Contractor's and subcontractor's personnel;
- A.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- A.5. All equipment present at the Project site, description of equipment uses and designation of time equipment was used (specifically indicating any down time);
- A.6. Description of Work being performed at the Project site;
- A.7. Any unusual or special occurrences at the Project site;
- A.8. Materials received at the Project site;
- A.9. A list of all visitors to the Project site; and
- A.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the District or Design Professional pursuant to the Contract Documents.

B. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Design Professional for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate "As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record

documents, samples and shop drawings shall be delivered to Design Professional by Contractor for the District.

C. The Contractor shall submit to the Design Professional one complete set of all recorded changes made during Construction entitled "As-Built" and dated. Submittals shall be made in accordance with the above and shall be submitted at the time of Substantial Completion.

D. Certified "as-built" information, which the Contractor must show on marked-up copies of the design drawings, prints, and other materials as specified above, shall include both authorized and unauthorized changes and any modifications to material types from that specified in the bid plans and Specifications. As a prerequisite to any payments, the Contractor shall make available to the Design Professional all "as-built" information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The Contractor shall also obtain "as-built" cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The Contractor shall set benchmarks on or within 100 ft. of each control structure constructed as part of the Project. A complete description including elevation and location of each control structure benchmark shall be provided to the Design Professional as part of the "as-built" information. The elevation shall be clearly and permanently indicated on each benchmark.

E. "As-built" dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The "as-built" drawings shall be signed and sealed by the Contractor's Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.

F. All pertinent surveyors' field survey notes containing the "as-built" data shall be sealed and submitted to the Design Professional for review and acceptance prior to authorization of the final payment.

G. "As-built" data shall be secured, and the accuracy of measurements shall be 0.01 ft.

H. All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be "as-built" by the Contractor prior to backfilling.

I. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The District, or any duly authorized agents or representatives of the District, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

J. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

J.1. Keep and maintain public records required by the District in order to perform the Scope of Services identified herein.

J.2. Upon request from the District provide the District with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the District.

J.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 Agreement term and thereafter if the Contractor does not transfer all records to the District.

J.4. Transfer, at no cost, to District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District, upon request from the District, in a format that is compatible with the information technology systems of the District. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the District.

K. If Contractor does not comply with a public records request, the District shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ALICIA M. JOHNS, 510 3rd STREET, CEDAR KEY, FL 32625, (352) 543-5285, ALICIA@CKWATER.ORG.

Section 14. Contract Time and Extensions.

A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the District's suppliers and contractors as set forth in Section 17.B. herein.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of

government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the District in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the District may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the District. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the District will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 15. Changes in the Work.

A. The District shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the District, and the District shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the District is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, Exhibit H, shall be issued and executed promptly after an agreement is reached between Contractor and the District concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the District and Contractor shall mutually agree.

C. If the District and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the District in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the District. If Contractor disagrees with the District's adjustment determination, Contractor must make a claim pursuant to Section 16 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices shall be applied to the quantities of the items involved. In the event such change Work is performed by a Subcontractor, a maximum ten percent

(10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The District shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The Design Professional shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 16. Claims and Disputes.

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the District and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the District and Design Professional within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the District and Design Professional within fifteen (15) calendar days after the occurrence of the event, unless the District grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 15.D.

C. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of Levy County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Northern District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

F. The Contractor shall proceed diligently with its performance as directed by the District, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the District in writing. The District shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 17. Other Work.

A. The District may perform other work related to the Project at the site by the District's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the District and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the District, if the District is performing the additional work with the District's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Design Professional and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the District and such utility owners and other contractors.

C. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the DISTRICT), Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 18. E-Verify.

As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

B. The District, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

C. The District, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. (2023). Contractor acknowledges that upon termination of this Agreement by the District for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor further acknowledges that Contractor is liable for any costs incurred by the District as a result of termination of any contract for a violation of this section.

E. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 19. Indemnification and Insurance.

A. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Contractor's performance pursuant to this Agreement. The Contractor's duty to defend, hold harmless and indemnify the District its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

B. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the District to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the District thereafter to enforce such provisions. The foregoing indemnification shall the same be construed to constitute agreement by Contractor to indemnify the District for the negligent acts or omissions of the District, its officers, agents, or employees, or third parties.

C. Contractor agrees to, at the option of the District, pay the cost of defense, the District and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential

damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the District. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the District or Design Professional or their consultants, agents, officers and employees. The District and Contractor agree the first \$100.00 of the Contract Amount paid by the District to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the District by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

D. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement, Exhibit F. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the District in its sole discretion. Within ten (10) calendar days after Notice of Award is received by Contractor, Contractor shall provide the District with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the District. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the District, on a timely basis, when requested by the District.

E. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the District of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

F. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the District applicable to this Project. The acceptance by the District of any Certificate of Insurance does not constitute approval or agreement by the District that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the District.

G. The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract

Documents shall create any contractual relationship between any subcontractor and the District. The District may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the District. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the District and Design Professional as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the District, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor does not maintain the insurance coverages required herein, the District may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The District shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the District to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to Design Professional a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws.

A. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the District and Design Professional in writing.

Section 21. Cleanup and Protections.

A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the District.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work, and the Contractor shall bear the cost of any such restorations.

C. If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be deducted from the final payment due the Contractor.

Section 22. Assignment.

A. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the District. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the District.

Section 23. Permits, Licenses and Taxes.

A. Pursuant to Section 218.80, F.S., the District will pay for all District permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the District wherein the work is to be performed but is responsible for acquiring all permits. The District may require the Contractor to deliver internal budget transfer documents to applicable District agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the District shall be acquired and paid for by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the District harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.

C. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project, and shall be solely responsible for issuance of any Notices required thereby.

Section 24. Termination for Default.

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the District to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the District or the Design Professional or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to

correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The District shall notify Contractor in writing of Contractor's default(s). If the District determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the District, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the District, in its sole discretion, may choose.

C. If the District deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by the District incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the District on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the District to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the District, as the case may be, shall be approved by the Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the District in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the District is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the District shall be the same as and limited to those afforded Contractor under Section 24 below.

Section 25. Termination for Convenience and Right of Suspension.

A. The District shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the District shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the District, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The District shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 26. Completion.

A. When the entire Work (or any portion thereof designated in writing by the District) is ready for its intended use, Contractor shall notify the District and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the District, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the District and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing giving the reasons therefor. If the District and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch list of items to be completed or corrected by Contractor before final payment, including the cost to complete each item on the list, including the cost to complete each item on the tentative punch list. The District shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the District shall allow Contractor reasonable access to complete or correct items on the tentative punch list. The risk of loss for the Project and the Work performed thereon shall not pass to the District until the Certificate of Substantial Completion (or Partial Substantial Completion) is approved by the Design Professional.

B. Within fourteen (14) calendar days of receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Design

Professional will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the remaining retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, (3) all required As-Builts, shop drawings and other submittals; and (4) if required by the District, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the District. The District reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued his recommendations. Unless and until the District is completely satisfied, neither the final payment nor the remaining retainage shall become due and payable.

C. Prior to final payment, the Design Professional may request the Contractor to permit the use of a specified part of the Project which the District believes it may use without significant interference with construction of the other parts of the Project. If the Contractor agrees, he will certify to the Design Professional that said part of the Project is Substantially Complete and request the Design Professional to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the Design Professional and the Contractor will make an inspection of that part of the Project to determine its status of completion. If the District considers that part of the Project to be Substantially Complete, the Design Professional will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the District and the Contractor for maintenance, heat and utilities as to that part of the Project. The District shall have the right to exclude the Contractor from any part of the Project, which is so certified to be Substantially Complete, but the District will allow the Contractor reasonable access to complete or correct items on the punch list.

Section 27. Warranty.

A. Contractor shall obtain and assign to the District all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

B. Contractor warrants to the District that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the District that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the District.

Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the District is entitled as a matter of law.

C. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the District prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 28. Tests and Inspections.

A. The District, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Design Professional with timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Contractor shall provide the Design Professional forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Design Professional and the District.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Design Professional, such work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Design Professional timely notice of Contractor's intention to cover the same and Design Professional has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Design Professional, such Work must, if requested by Design Professional, be uncovered for Design Professional's observation and be replaced at Contractor's sole expense.

D. The District shall charge to Contractor and may deduct from any payments due Contractor all engineering, and inspection expenses incurred by the District in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

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

Section 29. Defective Work.

A. Work not conforming to the requirements of the Contract Documents in the sole judgment of the Design Professional shall be deemed defective Work. If required by the District or Design Professional, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the District or Design Professional, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the District harmless for same.

B. If the District or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at the District's or Design Professional's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the District or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the District shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

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

D. Should the District determine, in its sole opinion, that it is in the District's best interest to accept defective Work, the District may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the District's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the District accepts such defective Work after final payment, Contractor shall promptly pay the District an appropriate amount to adequately compensate the District for its acceptance of the defective Work.

E. If Contractor fails, within a reasonable time after the written notice from the District or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Design Professional or the District, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the District may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the District may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the District has paid Contractor but which are stored elsewhere. Contractor shall allow the District, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the District to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the District in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the District of the District's rights and remedies hereunder.

Section 30. Supervision and Superintendents.

A. Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the District and Design Professional except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The District shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 31. Protection of Work.

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the District or the District's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

C. Contractor shall not disturb any benchmark established by the Design Professional with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Design Professional's benchmarks, Contractor shall immediately notify the District and Design Professional. The Design Professional shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the District associated therewith.

Section 32. Emergencies.

A. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the District or Design Professional is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 33. Use of Premises.

A. The District will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands which entail the Project Site upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise.

B. The Contractor shall be responsible for staging, protecting, and storing equipment or materials. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 34. Safety.

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

A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the District has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the District. District shall have the right to direct Contractor to remove and replace this individual, with or without cause.

Section 35. Project Meetings.

A. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Design Professional and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Design Professional or the District with respect to the Project, when directed to do so by the District or Design Professional. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the District or Design Professional.

Section 36. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond
- E. Public Payment Bond
- F. Insurance Requirements, including certificates of insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. Technical Specifications
- J. Construction Plans

Section 37. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the District shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

General Manager
Cedar Key Water and Sewer District
510 3rd Street
Cedar Key, Florida 32625

B. All notices required or made pursuant to this Agreement by the District to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

Name of person with their title to whose _____

Attention the notice should be sent: _____

Telephone and Fax numbers: _____

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 38. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 39. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 40. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 41. No Waiver.

The failure of the District to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 42. Vendors on Scrutinized Companies Lists.

By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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 (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the District may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the District determines that the Contractor has submitted a false certification, the District will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the District's determination of false certification was made in error, the District shall bring a civil action against the Contractor. If the District's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of District's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 42, this Section 42 shall be null and void.

Section 43. Modification.

Agreement may not be modified unless such modifications are evidenced in writing signed by both District and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

Section 44. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 45. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 46. Subcontracting.

The Contractor may subcontract up to fifty percent 50% of work under this Contract. The District reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor. If applicable, regardless of any subcontract, the Contractor is ultimately responsible for all work to be performed under this Contract, including but not limited to design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replating, comprehensive plan amendment code variance, and other services, as necessary. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the District. Failure of a subcontractor to timely or properly perform its obligations shall not relieve Contractor of its obligations hereunder.

Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 691-72, Florida Administrative Code (F.A.C.). The Contractor shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Contractor shall ensure its subcontracts issued under this Contractor, if any, impose this requirement, in writing, on its subcontractors.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:

(Company Name)

ATTEST:

By: _____ (Signature) _____ (Printed)

Its: _____ (Title)

Date: _____

Witness:

Its: _____

President/Corporate Secretary/Witness
[Corporate Seal]

Date: _____

2nd Witness (if not incorporated)

OWNER: Cedar Key Water and Sewer District

(SEAL)

By: _____
Chair

ATTEST:

Date: _____

Clerk

APPROVED AS TO FORM:

Attorney for the District

EXHIBIT A
LEGAL ADVERTISEMENT

EXHIBIT B
INVITATION TO BID

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

EXHIBIT D
PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, whose principal business address is

and phone number is _____, and
_____, as Surety, whose principal

address is _____

and phone number is: _____ are
held and firmly bound to the Cedar Key Water and Sewer District (the "DISTRICT"), as Obligee
in the sum of: _____

(\$ _____) for the payment whereof we bond ourselves, our heirs,
executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of
_____, 20____, with Obligee for _____

_____ DISTRICT Project No.: _____

in accordance with drawings and specifications, which contract is incorporated by reference and
made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;
and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including
appellate proceedings, that Obligee sustains because of any default by Principal under the Contract,
including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
and

3. Performs the guarantee of all work and materials furnished under the Contract for
the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the DISTRICT and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the DISTRICT is required to initiate legal proceedings to recover on this Bond, the may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

(Company Name of Contractor)

By: _____(Officers Signature)

_____(Officers Name Printed)

Witnesses as to Principal Name: _____(Signature)

Its: _____(Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____, by _____ (officer's name), as
_____ (title) of
_____ (company name), a(n) _____
(state) corporation, on behalf of the corporation. He/she is personally known to me OR has
produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary : _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No. _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature) _____ (Printed Name)

Witness as to Surety _____ (Signature)
_____ (Printed Name)

OR

As Attorney in Fact (Signature) (Printed Name)

(Attach Power of Attorney)

Witnessed by: _____
(Signature) (Printed Name)

(Business Address) (Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____,
by _____ (officer's name), as _____
(title) of _____ Surety, on behalf of Surety. He/She is
personally known to me OR has produced _____ as
identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary : _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Commission No. _____

EXHIBIT E
PUBLIC PAYMENT BOND

BOND No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, whose principal business address is:

_____ and phone number and fax numbers are: _____
and _____, as Surety, whose
principal address is:

_____ and phone number and fax numbers are: _____ are held
and firmly bound to the CEDAR KEY WATER AND SEWER DISTRICT (the "DISTRICT") as
Obligee in the sum of _____ (\$_____)

for the payment whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____,
20__, with Obligee for in accordance with drawings and specifications, which contract is
incorporated by reference and made a part hereof, and this referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all
claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor,
materials or supplies, used directly or indirectly by Principal in the prosecution of the work
provided for in the Contract, then is bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any
formalities connected with the Contract or the changes do not affect Surety's obligation under this
Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no
event will the Surety be liable in the aggregate to claimants for more than the penal sum of this
Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day
of _____, 20__, the name of each party being affixed and these presents duly signed by
its under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officer's Signature)
_____ (Officer's Name Printed)

Witnesses as to Principal Name: _____ (Signature)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____,
20____, by _____ (officer's name), as
_____ (title) of _____, a
_____ corporation, on behalf of the corporation. He/she is personally known to me OR
has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety: _____ (Signature)
_____ (Printed Name)

OR

As Attorney in Fact (Signature) (Printed Name)

(Attach Power of Attorney)

Witnessed by: _____ (Signature) _____ (Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20 __,
by _____ (officer's name), as _____ (title)
of _____ Surety, on behalf of Surety. He/She is personally
known to me OR has produced _____ as identification and
who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Commission

No: _____

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the DISTRICT as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the DISTRICT.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the DISTRICT, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the DISTRICT with such renewal certificate(s) shall be considered justification for the DISTRICT to terminate the Agreement.

(6) Contractor shall include the DISTRICT, the DISTRICT's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the DISTRICT has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the DISTRICT shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the DISTRICT. Contractor shall provide to the DISTRICT such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory

Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. The recommended minimum coverage is \$1,000,000. The coverage period shall be extended beyond the date of the completed project, until the expiration date of the performance bond.

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF _____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after

being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Cedar Key Water and Sewer District (the "DISTRICT"), its Board of Directors, employees and agents relating in any way to the performance of the Agreement between Contractor and the DISTRICT, dated _____, ____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the DISTRICT might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the DISTRICT, its Board of Directors, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the DISTRICT arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
_____, by _____, as _____ of
_____, a _____ corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____
_____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

EXHIBIT H
CHANGE ORDER FORM

CHANGE ORDER NO. _____ CEDAR KEY WATER AND SEWER DISTRICT
PROJECT NO. _____

TO: _____

DATE: _____

PROJECT NAME: Lift Station Rehabilitation – Phase II

Cedar Key Water and Sewer District Project No. ITB 2025-01

Under our AGREEMENT dated _____.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR THE ADDITIVE or DEDUCTIVE Sum of:
_____ (\$ _____).

Original Agreement Amount \$ _____

Sum of Previous Changes \$ _____

This Change Order ADD/DEDUCT \$ _____

Present Agreement Amount \$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (____) calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____, 20____.

CEDAR KEY
WATER AND SEWER DISTRICT

CONTRACTOR

By: _____
Chair

By: _____
President

DESIGN PROFESSIONAL: By: _____ Consulting Engineer

APPENDIX G
TECHNICAL SPECIFICATIONS

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APPENDIX H
CONSTRUCTION PLANS

APPENDIX I
LEGAL ADVERTISEMENT

LEGAL ADVERTISEMENT

CEDAR KEY WATER AND SEWER DISTRICT

INVITATION TO BID ITB 2025-01

FOR:

LIFT STATION REHABILITATION – PHASE II

Advertisement Begin Date: November 28, 2025
Bids Due Date/Time: January 8, 2026 @ 1:00 p.m. EST

The Cedar Key Water and Sewer District (the “District”) is seeking bids from qualified Contractors to provide construction services for the construction and rehabilitation of seven of the District’s sanitary sewer lift stations. The lift station rehabilitation includes the demolition of the existing lift station mechanical & electrical components, the installation of new pumps, new discharge piping, valves, and fittings, lining the interior of the existing wet well structure, a new wet well lid and concrete pad, and electrical modifications to make the lift station a complete and operable system.

Sealed proposals for the above-described construction project will be received at the **Cedar Key Water and Sewer District Office, Attn: Alicia M. Johns, 510 3rd Street, Cedar Key, Florida 32625, until January 8, 2026 @ 1:00 p.m. Eastern Standard Time (EST)**, at which time the bids will be opened and read aloud. Bids received after said time will be returned unopened.

If you are interested in submitting a proposal, you **must** obtain the complete solicitation package, which contains additional information regarding this solicitation including detailed technical specifications and construction plans and instructions related to submitting a bid, from the District’s website at www.ckwater.org or by contacting the District’s Office at:

Alicia M. Johns
alicia@ckwater.org
(352) 543-5285

All inquiries and requests for clarification concerning the solicitation shall be submitted in writing and in accordance with the solicitation. Verbal clarifications will not be provided.

The District reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. The District does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

ADA – Special Accommodations: Any person requiring accommodations by the District due to a disability should call Alicia M. Johns at (352) 543-5285 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please

contact Alicia M. Johns via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).