

**SOUTH SEMINOLE & NORTH ORANGE COUNTY  
WASTEWATER TRANSMISSION AUTHORITY  
RFP NO. 2018-001  
REQUEST FOR PROPOSAL**

**PIPE REPLACEMENT CONTRACTOR CONTINUING SERVICES**

The South Seminole & North Orange County Wastewater Transmission Authority (Authority) requests Proposals from Contractors for a Wastewater Pipeline Replacement Contractor Continuing Services Contract. The Contractor(s) will provide continuing construction services for various types of wastewater pipeline replacement projects including but not necessarily limited to the following types of projects all to be performed under the primary Contractor:

- Pipe bursting pipeline replacement,
- Jack and bore pipeline replacement,
- Horizontal directional drilling pipeline replacement,
- Open cut pipeline replacement,
- By-pass pumping during pipeline replacement,
- Connecting new pipeline to existing system,
- Remove or grout existing pipeline,
- Valve replacement and repair.

While contract(s) resulting from this award may apply to any type of wastewater pipe replacement related services noted above, this contract shall not be construed in any way to limit the Authority's right to pursue other contracting methods including traditional design-bid-build, design-build or other methods in the execution of any portion of its Capital Improvement Program.

The Authority will establish a limited list of qualified firm(s) to enter into a contractor continuing services agreement to provide pipe replacement services and emergency replacement services to the Authority for Capital Improvement Projects and emergency replacement and/or repair projects identified during the time period of a resulting contract. The Authority will review and rank the submittals based upon information received in response to this RFP. The Authority reserves the right to establish a short list of qualified firms. Final ranking recommendations may be revised from any original ranking as a result of data received during the optional interview process. The Authority reserves the right to establish an overall ranking to encompass all work types or to establish separate rankings for discrete work types. The Authority anticipates selecting three (3) firms for award of this continuing contract, but reserves the right to alter this number based upon the quality of the submittals received in response to this RFP. The Authority intends to award three (3) Pipe Replacement Contractor Continuing Services Contracts with initial contract periods being for one (1) year. The contract may be extended subject to written notice of agreement from the Authority and Contractor for an additional three (3) one (1) year periods beyond the primary contract period. The term extension provides for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers Not Seasonally Adjusted for each one (1) year extension. The extension shall be exercised only if all terms and conditions remain the same and the Authority grants approval.

Proposal Documents - Firms / individuals interested in responding may obtain an Invitation to Submit Proposals package (the "RFP Package") from Authority's Consulting Engineer, Reiss Engineering, located at 1016 Spring Villas Point, Winter Springs, Florida 32708, Email Address: [arsollanilla@reisseng.com](mailto:arsollanilla@reisseng.com) on or after **Thursday, April 12, 2018**. The RFP has been advertised; however, the RFP Package is available only from the Engineer's office for the Authority. The RFP Package may be sent electronically by email at no charge. There is a cost of \$15 (non-refundable) for the RFP package if shipping is required. Any and all questions shall be submitted in writing, Attn.: Alex Solanilla, Project Manager, via e-mail to [arsolanilla@reisseng.com](mailto:arsolanilla@reisseng.com).

Pre-Proposal Meeting, Submittal Time and Place - A non-mandatory pre-proposal meeting will be held on **Tuesday April 24, 2018, at 10:00 a.m.** at the Authority's offices, 410 Lake Howell Road Maitland, Florida 32751-5907.

Proposal Questions - Any and all questions shall be submitted in writing, Attn.: Alex Solanilla, Project Manager, via e-mail to [arsollanilla@reisseng.com](mailto:arsollanilla@reisseng.com) . Questions must be submitted on or before close of business **Friday April 27, 2018**.

Six (6) sealed requests for proposals shall be received at the South Seminole & North Orange County Wastewater Transmission Authority, 410 Lake Howell Road Maitland, Florida 32751-5907 (Telephone: 407/628-3419), until **2:00 p.m. (EST) on Tuesday May 8, 2018**. Any proposals received after the specified time and date may not be considered. The Authority reserves the right to waive minor irregularities in any proposal and to reject all proposals if deemed in the best interest of the Authority.

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## **I. GENERAL INFORMATION**

### **A. CONTRACT FOR SERVICES**

After selection of Contractors by the Authority, an Agreement will incorporate the major terms and conditions for Contractor's performance. The Agreement shall be in the form of a continuing contract, as approved by the Authority Attorney for legal form and sufficiency, and shall include, but not be limited to, the following matters:

1. The services to be provided by the Contractor pursuant to the Agreement shall be nonexclusive and nothing therein shall preclude the Authority from engaging other firms to perform the same or similar services for the benefit of the Authority within the Authority's sole and absolute discretion.
2. The Contractor shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure a contract pursuant to this Invitation to Submit Proposals. Also, that it has not paid or agreed to pay any person(s), company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of a contract pursuant to this Invitation to Submit Proposals.
3. The Agreement will include provisions for termination for cause by either party and for the convenience of the Authority.
4. The Contractor shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.
5. The Agreement shall be a continuing contract. All work of a specified nature contemplated to be performed by Contractor shall be outlined in the Agreement.
6. The selected Contractors shall be capable of providing the following insurance coverage as a minimum and may be requested to increase or add to these specified amounts depending on the project or number of projects. The Contractors shall at all times carry Comprehensive General Liability, Comprehensive Automobile Liability, Worker's Compensation, Excess Liability and certificate holder is listed as additional insured with respects to: (put project name here) and the dates of the project/event (both begin and end dates required). (See Insurance Requirements on pages 22 &23) Each insurance policy shall state that it cannot be cancelled or modified without written notice to the Authority at least 45 days prior to the effective date of cancellation or modification.
7. Each Contractor shall be required, pursuant to Chapter 287, Florida Statutes, to execute a "Sworn Statement of Public Entity Crimes" prior to the execution of a contract resulting from this Request for Proposals. By executing this sworn statement, the Contractor is affirmatively stating that neither it nor an affiliate (as defined in the statute) has been convicted of a public entity crime, and that it is not barred from entering into the contract. The Contractor shall further acknowledge that any misstatement or misrepresentation of fact, lack of compliance with the statute, or subsequent conviction of a public entity crime shall result in the contract being null and void and/or subject to immediate termination by the Authority. In the event of such termination, the Authority shall not incur any liability for any work or materials furnished by the Contractor.
8. If progress satisfactory to the Authority is being made by the Contractor, the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case

10% of the Agreement Amount earned shall be retained until 50% of the Work is completed, and thereafter 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the Project by the Authority shall constitute an acceptance of Work not in accordance with the Contract Documents. The Authority, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.

9. Contractor shall indemnify and hold harmless the Authority, its officers and employees, from liabilities, claims, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Agreement.
10. The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent right or copyrights. Contractor shall, at its own expense, hold harmless and defend the Authority against any claim, suit or proceeding brought against the Authority which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the Authority in such matter.
11. An understanding and agreement, by and between the Contractor and the Authority, that the completion time will be as specified in approved work authorizations and that all work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof as specified in the Scope of Services.
12. The Agreement will provide for the Authority to designate a Project Manager for each project or assignment, who shall be responsible for the project or assignment. The Project Manager may prepare a scope of services for each new assignment, upon which the selected firms in that category may be required to submit a proposal for performance of the work of a specified nature which has been outlined in the continuing contract.

## **II.SUBMITTAL DUE DATE. CONTENT**

### **A. TIME AND LOCATION**

Sealed submittals consisting of six (6) complete sets (1 original and 5 copies) plus one Cost Fee Proposal in a separate sealed envelope must be received at the South Seminole & North Orange County Wastewater Transmission Authority, 410 Lake Howell Road Maitland, Florida 32751-5907 no later than **Tuesday, May 8, 2018 at 2:00 p.m. (EST)**

Submittals should be addressed as follows for mail or hand delivery:

South Seminole & North Orange County  
Wastewater Transmission Authority  
Attn: Ed Gil de Rubio, Executive Director  
**Attn: Contractor RFP Number 2018-001**  
410 Lake Howell Road  
Maitland, Florida 32751-5907

**Submittal envelopes should be clearly marked “RFP #2018-001 Wastewater Pipeline Replacement Contractor Continuing Services Contract”.**

Proposer should indicate on the sealed envelope the following:

- (1) Request for Proposal No. 2018-001
- (2) Hour and Date of Opening
- (3) Name of Proposer
- (4) Return Address of the Proposer

Proposals received after the date and time specified will be returned unopened. The time/date stamp clock located in the Authority's Office shall serve as the official authority to determine lateness of any proposals.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if the proposal is delivered by an express mail carrier or by any other means, it is the Proposers' responsibility to ensure delivery to the specified address. This office will not be responsible for deliveries made to any place other than the specified address.

**B. SUBMITTAL CONTENT** - Contractors interested in performing the construction services must display considerable relevant experience with the specified type of work and should emphasize both the experience and capability of particular personnel who will actually perform the work.

Each respondent is requested to adhere to the following format requirements:

- Section 1: General Information about Company
- Section 2: Project Manager / Superintendent Similar Projects / Experience
- Section 3: Company / Project Team Skills and Experience
- Section 4: Location
- Section 5: Schedule
- Section 6: Project Scope, Approach and Understanding
- Section 7: Financial
- Section 8: Schedule of Unit Price Proposal

## Package Requirements for Pre-qualifying Contractors

### 1. GENERAL INFORMATION ABOUT COMPANY (Four page limit)

- a. Name: Provide the legal name of company and type of organization responsible for executing any agreement, which may emanated from the solicitation.
- b. Subcontractors: Provide the legal name and address, to the extent possible, of construction subcontractors for major trade elements (i.e. Pipe Bursting, Jack and Bore, Horizontal Directional Drilling, Electrofusion, Bypassing, Maintenance of Traffic, or Wet Tapping) anticipated to compete for this and other similar projects.
- c. For the Construction Manager and anticipated major trade Subcontractors, provide the following:
  - Number of years in business
  - Office location (s) and office location where this project would be supported.
  - Florida Contractor's license (provide current copy) of primary team member intending to contract with the Authority for the work.
  - Experience (i.e. Project list) where each major trade subcontractor has worked with the Construction Manager.
- d. Litigation
  - Provide information related to legal judgments involving your team and each associated team member, for the last three years. Provide a list and summary of' all claims made against the Construction Contractor or any subsidiary companies that resulted in a settlement or judgment in excess of \$50,000 during the past ten years. Include only those claims that related to the services provided by your team members (i.e., do not include unrelated matters such as employment litigation)
  - Provide information related to any contract default claims for the last ten years made by any proposed team member.

### 2. PROJECT MANAGER / SUPERINTENDENT SIMILAR PROJECTS / EXPERIENCE (Four page limit)

- a. Provide a list of construction project managers that will be assigned to Authority projects contemplated as part of this continuing services contract. For each project manager, list a minimum of five (5) but no more than ten (10) similar projects, which have been successfully completed within the last five (5) years wherein the proposed Project Manager has performed in the same capacity with your firm or other firms. To be recognized as a similar project, a project must have been a minimum 1,000 linear feet wastewater force main replacement (minimum 12-inch diameter) utilizing jack and bore, horizontal directional drilling, pipe bursting, or open cut as the replacement method within the last five (5) years. For each project, list:
  - i. Project name and location.
  - ii. Client name.
  - iii. Approximate constructed value.
  - iv. Summary of Project Manager's responsibilities on the project.
  - v. Description of project including major processes, components and construction challenges.
  - vi. Describe any cost saving measures or other unique technical or management

approaches utilized on the project.

- b. Provide a list of superintendents that will be assigned to Authority projects contemplated as part of this continuing services contract. List a minimum of five (5) but no more than ten (10) similar projects, which have been successfully completed within the last five (5) years wherein the proposed Superintendent has performed in the same capacity with your firm or other firms. To be recognized as a similar project, a project must have been a minimum 1,000 linear feet wastewater force main replacement (minimum 12-inch diameter) utilizing jack and bore, horizontal directional drilling, pipe bursting, or open cut as the replacement method within the last five (5) years. For each project, list:
  - i. Project name and location.
  - ii. Client name.
  - iii. Approximate constructed value.
  - iv. Summary of Project Manager's responsibilities on the project.
  - v. Description of project including major processes, components and construction challenges.
  - vi. Describe any cost saving measures or other unique technical or management approaches utilized on the project.
- c. The Project Manager(s) and Superintendent(s) may be different or same individuals.
- d. The Construction Company or Team must also include a general contractor, appropriately licensed in the State of Florida, with qualifying agent employed full time by the firm. Provide proof of licenses with submittal.

### 3. COMPANY / PROJECT TEAM SKILLS AND EXPERIENCE

Information on the skills and experience of the project team will be submitted and based on the following list.

- a. Identify all key personnel and subconsultants. (One Page Limit)
- b. Provide resumes and technical qualifications of management, supervisory and other key personnel for Construction Contractor and subcontractors. (One Page Per Resume, Ten Page Limit Total).
- c. Name up to five (5) specific projects (successfully completed within the past five (5) years) where the Contractor/team has performed similar wastewater pipeline replacement projects that are a minimum 1,000 linear feet for the Authority's members municipalities or the Central Florida Area. Significant weight will be given to projects that incorporate proposed project managers, superintendents, and other key Contractor/team staff. For each similar project list (Four page limit)
  - i. Client Name
  - ii. Client contact and telephone number
  - iii. Contract dates
  - iii. Contract Fees
  - iv. Change Order Fees
  - v. Summary of Team Member responsibilities
  - vi. Description of project
  - vii. Describe Cost Saving, Schedule Reduction or Other Unique Approaches for Project.



4. LOCATION (one page limit)

Identify the Proposer's home office and the office that will provide oversight of the project. Identify the City of residence of each Project Manager and Superintendent.

Proposer's with office in Orange or Seminole counties shall receive full points in the bid evaluation scoring. Proposer's with office within 100 miles of Orange and Seminole County shall receive half of the points for location in the bid evaluation scoring.

5. SCHEDULE (two page limits)

a. Describe the Proposer's approach to scheduling projects and identify the Proposer's track record in completing projects listed in Section 3.c on time as well as scheduling emergency response projects. The Authority places high importance on the timely and economical completion of the project as well as response in emergency situations.

6. PROJECT SCOPE, APPROACH AND UNDERSTANDING (Two page limit)

Delineate your firm's understanding of the projects that might be awarded under this contract, approach to successful completion, specialized skills needed, special considerations and possible difficulties in completing these projects. The project approach should document:

- a. Your firm understands of the possible projects, approaches to successful completion, specialized skills needed, special considerations and possible difficulties in completing projects that may be awarded.
- b. Identify the Proposer's approach to identifying work packages and/or subcontracts that may be needed for the projects.
- c. Identify your firm's approach to ensuring sufficient competition for the various work packages intended.
- d. Identify your firm's understanding of the permitting process for the projects, the potential impacts on the project schedules, and identify the recommended actions that need to be taken by the Proposer and the Authority to facilitate the permitting process.
- e. Identify your firm's understanding of facility startup and coordination of the work of the projects.
- f. Provide a description of the Proposer's process for developing a cost fee proposal including contingency allocation for the proposed projects. Identify any issues or concerns with construction cost.
- g. Describe how the Proposer will work to maximize the tax savings that Authority could obtain if major equipment, piping and valves, and other materials are purchased by the Authority.

7. FINANCIAL (one page limit)

- a. Bank, Bonding Company, Insurance Company - provide name, contact and phone number of each.
- b. Provide current bonding and insurance limits; % of bonding capacity currently committed,
- c. Current Workmen's Compensation Rate.
- d. Provide a copy of the Certificate of Insurance.

8. SCHEDULE OF UNIT PRICE PROPOSAL

Please complete the Schedule of Unit Price Proposal (Attachment A) for the wastewater pipeline replacement service items presented in Attachment A.

**C. STATEMENT OF INTENT & SELECTION** - The purpose of the Proposals submittal is to identify and select qualified contractors. The submittal should adequately demonstrate the contractor's ability to perform and complete the proposed work.

This selection to obtain Wastewater Pipeline Replacement Contractor Continuing Services will be based on the criteria below. Pursuant to this RFP, the Evaluation Committee shall review and evaluate all responsive Proposals submitted in response to this RFP using evaluation criteria listed below and develop a shortlist of approximately three of the most qualified firms.

The following criteria and weights shall be utilized in the evaluation of the proposals:

| <b>Criteria</b>                              | <b>Weight</b> |
|--|---------------|
| Project Manager Similar Projects/Experience  | 10            |
| Superintendent Similar Projects/Experience   | 10            |
| Company / Project Team Skills and Experience | 20            |
| Location                                     | 5             |
| Schedule                                     | 5             |
| Project Scope, Approach and Understanding    | 10            |
| Financial                                    | 10            |
| Schedule of Unit Price Proposal              | 30            |
| <b>Total</b>                                 | <b>100</b>    |

The Authority reserves the right to conduct interviews with the short listed firms to gather additional information or clarifications as necessary to determine a final ranking. Final ranking recommendations may be revised from any original short listed ranking as a result of data received during the interview process. The Authority reserves the right to revise the Work description after review of proposals to take best advantage of contractor qualifications that match up with the Authority's expected CIP work.

Selection shall be in accordance with F.S. 287.055 and the Authority's adopted selection procedures. The Authority anticipates selecting three (3) firms who meet a minimum scoring threshold of 70 points for award of this continuing contract, but reserves the right to alter this number based upon the quality of the submittals received in response to this RFP. The Authority intends to award three (3) Continuing Services Contracts or as may be revised by the Authority with the initial contract period to be for one (1) year. The contract may be extended subject to written notice of agreement from the Authority and Contractor for three (3) one (1) year periods beyond the primary contract period. The term extension provides for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers Not Seasonally Adjusted for each one (1) year extension. The extension shall be exercised only if all terms and conditions remain the same and the Authority grants approval.

The Authority reserves the right to accept or reject any and all proposals that it may, at its sole discretion, deem unresponsive; to waive minor technicalities; or to accept proposals, which, in its sole judgment, is most advantageous and best serves the overall interest of the Authority.

**D. RESPONDENT'S CERTIFICATION FORM; OTHER AUTHORITY FORMS, ETC.**

The attached Authority forms must be completed and provided with the submittal:

1. Sworn statement pursuant to Section 287.133(3)(a), Florida Statutes, on public entity crimes.

2. Americans with Disabilities Act (ADA) disability nondiscrimination statement.
3. Business Entity Affidavit (vendor/bidder, etc. disclosure)
4. Respondent's Certification.
5. Drug-Free Workplace Certification

#### **E. EFFECT OF SUBMISSION OF PROPOSALS**

1. Incurred Expenses: The Authority is not responsible for any expenses which persons making submittals may incur in preparing and submitting their Proposals or in participating in the RFP solicitation, selection and negotiation process.
2. Acknowledgment: By making a submittal, the respondent certifies that they have fully read and understand the solicitation and have full knowledge of the nature of services which may be required and of the requirements of the RFP process and agree to abide by such process and Authority's decisions made therein.
3. Request for Additional Information: The respondent shall furnish such additional information as the Authority may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Authority reserves the right to make investigations of the Proposals of the respondent as it deems appropriate, including but not limited to, a background investigation.
4. Acceptance/Rejection/Modifications: The Authority reserves the right to negotiate modifications to submittals that it deems acceptable, reject any and all submittals, and to waive irregularities in the procedure.
5. Addendum or Amendment to Request for Proposals: If it becomes necessary to revise or amend any part of this Request for Proposals, the Authority will endeavor to make available the revision by written Addendum to all prospective respondents who received an original Request for Proposals. Respondents must be diligent to check for any Addendum.
6. Economy of Preparation: Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements.
7. Proprietary Information: In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all respondents should be aware that the Request for Proposals and the responses are in the public domain. However, the respondents are requested to identify specifically any information contained in their submittals which they consider confidential and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from respondents in response to this Request for Proposals will become the property of the Authority and will not be returned to the respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Authority, unless otherwise specified in the Continuing Contract.

#### **F. CONDITIONS OF SUBMITTALS:**

1. Late Submittals – Submittals received by the Authority after the time specified for receipt will not be considered. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of submittals.
2. Completeness – All information required by the Request for Proposals must be supplied to constitute a regular submittal.

3. Award Presentation – The Executive Director will present to the Authority’s Board for approval of the final ranking of the respondents making submittal(s), or rejection of all or some categories of submittals, within sixty (60) calendar days from the date of opening of submittals.

### **III. EVALUATION COMMITTEE AND PROCEDURE FOR REVIEW OF SUBMITTALS**

A committee has been established to review and evaluate all Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all submittals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee pursuant to Section 287.055, Florida Statutes. The factors to be considered by the Authority in making this preliminary finding of qualifications of the respondents are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

The Committee will first review each submittal for compliance with the minimum Proposals and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a submittal.

The Authority reserves the right to reject any and all submittals and to waive irregularities in the procedures. The Authority further reserves the right to seek new submittals when such a procedure is reasonably in the best interest of the Authority to do so.

The selection process will be conducted as follows: Competitive selection – ranking of the most qualified (including, initial review of qualification criteria and cost fee proposal; and interviews as deemed necessary).

**IV. QUESTIONS REGARDING SPECIFICATIONS OR SUBMITTAL PROCESS:**

A. ADDENDUM

It will be the responsibility of the respondent to contact the South Seminole & North Orange County Wastewater Transmission Authority prior to filing a submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the submittal.

B. INQUIRIES:

Direct inquiries in writing to:

Reiss Engineering  
1016 Spring Villas Point  
Winter Springs, Florida 32708  
Fax: 407/679-5003  
Email Address: [arsolanilla@reisseng.com](mailto:arsolanilla@reisseng.com) (preferred method)

**(Remainder of page is intentionally left blank)**

THE FOLLOWING ARE REQUIREMENTS OF THIS RFP, AS INDICATED BELOW. USE OF THIS CHECKLIST MAY HELP ENSURE THAT YOUR SUBMISSION IS COMPLETE.

Place a check mark in the “Done” column as you complete and enclose each item.

| Required | Done | Requirement   |
|----------|------|---|
| √        |      | Licenses & Certifications   |
| √        |      | If a corporation, proof of registration in the State of Florida   |
| √        |      | Proof of ability to meet bonding requirements (i.e., payment and performance bonds)                         |
| √        |      | Proof of Insurance (must meet Authority’s requirements)   |
| √        |      | Copies of proposal with Content Required (Sections 1-8)   |
| √        |      | Schedule of Unit Price Proposal (Proposal content requirement of Section 8)                                 |
| √        |      | References (list of previous job experience with references from proposal content requirement)              |
| √        |      | Provide a summary of any qualifications that makes the firm uniquely qualified for these types of projects. |
| √        |      | List of any pending or past litigation your company is or has been involved in.                             |
| √        |      | Public Entity Crime (PEC) Form, ADA Statement, Business Entity Form, and Drug-Free Workplace Form           |
| √        |      | Respondent’s Certification  |

**This checklist is for your guidance only and does not necessarily constitute each and every requirement of this RFP. Please read the entire RFP thoroughly to ensure that your submission is complete.**

Addendum Received: # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_



**SWORN STATEMENT PURSUANT TO 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 **South Seminole & North Orange County Wastewater Transmission Authority, Florida**

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 misrepresentations.
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 non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. 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)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with 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, and 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 relations 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 the 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 the 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 the 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 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 vendor 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 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 \_\_\_\_\_, 2018.

Personally known \_\_\_\_\_

OR \_\_\_\_\_

Produced identification \_\_\_\_\_

*Name of Notary*

Notary Public – State of

\_\_\_\_\_

**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the South Seminole & North Orange County Wastewater Transmission Authority, Florida

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 Social Security Number of the individual signing this sworn statement:*

\_\_\_\_\_- \_\_\_\_- \_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provision pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat327,42USC1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42USC Section 3601-3631.

\_\_\_\_\_  
*Signature*

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2018.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

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

Notary Public – State of \_\_\_\_\_.

\_\_\_\_\_  
*Type of identification*

My Commission expires: \_\_\_\_\_

**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR/BIDDER DISCLOSURE)**

I, \_\_\_\_\_, being first duly sworn  
state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the South Seminole & North Orange County Wastewater Transmission Authority ("Authority") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
*Federal Employer Identification Number (If none, Social Security Number)*

\_\_\_\_\_  
*Name of Entity, Individual, Partners or Corporation*

\_\_\_\_\_  
Street Address      Suite                                      City                      State                      Zip Code

***OWNERSHIP DISCLOSURE AFFIDAVIT***

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

| <u>Full Legal Name</u> | <u>Address</u> |
|------------------------|----------------|
| <u>Ownership</u>       |                |
| _____                  | _____ %        |
| _____                  | _____ %        |
| _____                  | _____ %        |

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the South Seminole & North Orange County Wastewater Transmission Authority are (Post Office addresses are not acceptable), as follows:

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\_\_\_\_\_  
*Signature of Affiant*

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Personally known \_\_\_\_\_ OR

Produced identification \_\_\_\_\_

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

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
*Type of identification*

My Commission expires:

\_\_\_\_\_  
*commissioned*

\_\_\_\_\_  
*Printed, typed or stamped*

## **DRUG-FREE WORKPLACE COMPLIANCE FORM**

### **IDENTICAL TIE BIDS**

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

(The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

that \_\_\_\_\_ does):  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available 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 form complies fully with the above requirements.

Vendor's Signature: \_\_\_\_\_

## ACORD Certificate of Insurance Requirements

### **FAX OR EMAIL THIS IMMEDIATELY TO YOUR INSURANCE AGENT**

Please have your insurance agent email an acceptable ACORD Form (Word or .PDF) to

South Seminole & North Orange County  
Wastewater Transmission Authority  
Attn: Ed Gil de Rubio, Executive Director  
410 Lake Howell Road  
Maitland, Florida 32751-5907 or Fax 407-628-0153  
RFP# 2018-001

The ACORD certificate must reflect the following as shown on the attached – all **REQUIRED 30 days PRIOR TO the event/project begin date**

- A. Producer – the name, email address, telephone number and fax number of your agent
- B. Insured – your company/group name
- C. Insurers – the insurance companies providing coverage
  - a. Proof of the carrier's FSC rate (must be a 7 or better) **must be faxed** or emailed with the ACORD form on agent/carrier letterhead
- D. The Best Number assigned to this carrier
  - a. Name of carriers as they appear in the A.M. Best ratings guide or internet site at [ambest.com](http://ambest.com).
  - b. Proof of the carrier's Best Rating (must be A- or better) **must be faxed** or emailed with the ACORD form on agent/carrier letterhead.
- E. The NAIC number assigned to this carrier
- F. General liability in the amounts shown for all vendors and contractors. The minimum general liability shall not be less than \$1,000,000 for each occurrence.
- G. Auto liability if a vendor/event vehicle will be on Authority property. Auto liability limits shall not be less than \$1,000,000 for each occurrence.
- H. Excess Liability, if a contractor. The minimum is \$2,000,000, but this amount may be greater depending on the award contract amount.
- I. Worker's Compensation, if you will have two or more employees on Authority property. WC Statutory limits must be marked. Workers compensation shall be a minimum of \$100,000 for each accident, \$500,000 disease policy limits, and \$100,000 disease limit each employee.
- J. Other.
  - a. Liquor liability - must also include a hold harmless agreement and authorization by the Authority.
  - b. Builder's Risk Insurance per project amounts
  - c. Environmental Insurance if applicable
  - d. Errors and Omissions if Consultant services
- K. Description of Operations: The South Seminole & North Orange County Wastewater Transmission Authority must be listed as additional insured. You must show the work/event and the dates of the project (both begin and end dates).
- L. Certificate Holder – must show South Seminole & North Orange County Wastewater Transmission Authority, 410 Lake Howell Road, Maitland, Florida 32751-5907
- M. Cancellation – minimum 30 days

Public Entities/Municipalities: Sovereign immunity standard should appear in Description of Operations with \$100,000/\$200,000 limits. If self-funded, rating requirement is waived.

**South Seminole & North Orange County  
Wastewater Transmission Authority  
“NO BID” RESPONSE**

If your firm is unable to submit a bid, please complete and return this form prior to date shown for receipt of proposal, and return to:

Direct inquiries in writing to:  
South Seminole & North Orange County  
Wastewater Transmission Authority Attn:  
Ed Gil de Rubio, Executive Director  
410 Lake Howell Road  
Maitland, Florida 32751-5907  
RFP# 2018-001

We have declined to propose on **RFP #2018-001**, for the following reasons:

- \_\_\_\_\_ We do not offer this service/product
- \_\_\_\_\_ Our schedule would not permit us to perform
- \_\_\_\_\_ Unable to meet specifications
- \_\_\_\_\_ Unable to meet bond/insurance requirements
- \_\_\_\_\_ Specifications unclear (please explain below)
- \_\_\_\_\_ Other (please specify below)

REMARKS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Business Phone                      Fax Number

Thank-you!

**ATTACHMENT A**

**South Seminole & North Orange County  
Wastewater Transmission Authority**

**Schedule of Unit Price Proposal**



## ATTACHMENT A

### South Seminole & North Orange County Wastewater Transmission Authority Schedule of Unit Price Proposal

| Item/Description  |   | Unit | Estimated Qty | Total Costs |
|---|---|------|---------------|-------------|
| 1   | Mobilization / Demobilization                         | EACH | 1             |             |
| 2   | Pre-Construction Video                                | EACH | 1             |             |
| 3   | Project As-built Drawings                             | EACH | 1             |             |
| <b>Pipe Bursting (Inclusive of all Fused and Restraints)</b>                |   |      |               |             |
| 4   | Furnish and Install 6-inch, Wastewater, HDPE (DR 11)  | LF   | 1,000         |             |
| 5   | Furnish and Install 8-inch, Wastewater, HDPE (DR 11)  | LF   | 1,000         |             |
| 6   | Furnish and Install 10-inch, Wastewater, HDPE (DR 11) | LF   | 1,000         |             |
| 7   | Furnish and Install 12-inch, Wastewater, HDPE (DR 11) | LF   | 1,000         |             |
| 8   | Furnish and Install 16-inch, Wastewater, HDPE (DR 11) | LF   | 1,000         |             |
| <b>Open Cut (Inclusive of all Mechanical Joint Fittings and Restraints)</b> |   |      |               |             |
| 9   | Furnish and Install 6-inch, Wastewater, HDPE (DR 11)  | LF   | 1,000         |             |
| 10  | Furnish and Install 8-inch, Wastewater, HDPE (DR 11)  | LF   | 1,000         |             |
| 11  | Furnish and Install 10-inch, Wastewater, HDPE (DR 11) | LF   | 1,000         |             |
| 12  | Furnish and Install 12-inch, Wastewater, HDPE (DR 11) | LF   | 1,000         |             |
| 13  | Furnish and Install 16-inch, Wastewater, HDPE (DR 11) | LF   | 1,000         |             |
| 14  | Furnish and Install 20-inch, Wastewater, HDPE (DR 11) | LF   | 1,000         |             |
| 15  | Furnish and Install 24-inch, Wastewater, HDPE (DR 11) | LF   | 1,000         |             |
| 16  | Furnish and Install 30-inch, Wastewater, HDPE (DR 11) | LF   | 1,000         |             |
| 17  | Furnish and Install 36-inch, Wastewater, HDPE (DR 11) | LF   | 1,000         |             |
| 18  | Furnish and Install 42-inch, Wastewater, HDPE (DR 11) | LF   | 1,000         |             |
| 19  | Furnish and Install 6-inch, Wastewater, PVC (DR 18)   | LF   | 1,000         |             |
| 20  | Furnish and Install 8-inch, Wastewater, PVC (DR 18)   | LF   | 1,000         |             |
| 21  | Furnish and Install 10-inch, Wastewater, PVC (DR 18)  | LF   | 1,000         |             |
| 22  | Furnish and Install 12-inch, Wastewater, PVC (DR 18)  | LF   | 1,000         |             |
| 23  | Furnish and Install 16-inch, Wastewater, PVC (DR 18)  | LF   | 1,000         |             |
| 24  | Furnish and Install 20-inch, Wastewater, PVC (DR 18)  | LF   | 1,000         |             |

## ATTACHMENT A

### South Seminole & North Orange County Wastewater Transmission Authority Schedule of Unit Price Proposal

|  |   |    |       |  |
|--|---|----|-------|--|
| 25   | Furnish and Install 24-inch, Wastewater, PVC (DR 18)                              | LF | 1,000 |  |
| 26   | Furnish and Install 30-inch, Wastewater, PVC (DR 18)                              | LF | 1,000 |  |
| 27   | Furnish and Install 36-inch, Wastewater, PVC (DR 18)                              | LF | 1,000 |  |
| 28   | Furnish and Install 42-inch, Wastewater, PVC (DR 18)                              | LF | 1,000 |  |
| <b>Horizontal Directional Drill (Inclusive of all Mechanical Joint Fittings and Restraints)</b>  |   |    |       |  |
| 29   | Furnish and Install 6-inch, Wastewater, HDPE (DR 11)                              | LF | 1,000 |  |
| 30   | Furnish and Install 8-inch, Wastewater, HDPE (DR 11)                              | LF | 1,000 |  |
| 31   | Furnish and Install 10-inch, Wastewater, HDPE (DR 11)                             | LF | 1,000 |  |
| 32   | Furnish and Install 12-inch, Wastewater, HDPE (DR 11)                             | LF | 1,000 |  |
| 33   | Furnish and Install 16-inch, Wastewater, HDPE (DR 11)                             | LF | 1,000 |  |
| 34   | Furnish and Install 20-inch, Wastewater, HDPE (DR 11)                             | LF | 1,000 |  |
| 35   | Furnish and Install 24-inch, Wastewater, HDPE (DR 11)                             | LF | 1,000 |  |
| <b>Jack and Bore Casing</b>  |   |    |       |  |
| 36   | Furnish and Install 16-inch casing, Casing Thickness 0.250-inch                   | LF | 250   |  |
| 37   | Furnish and Install 18-inch casing, Casing Thickness 0.250-inch                   | LF | 250   |  |
| 38   | Furnish and Install 20-inch casing, Casing Thickness 0.250-inch                   | LF | 250   |  |
| 39   | Furnish and Install 24-inch casing, Casing Thickness 0.250-inch                   | LF | 250   |  |
| 40   | Furnish and Install 30-inch casing, Casing Thickness 0.312-inch                   | LF | 250   |  |
| 41   | Furnish and Install 36-inch casing, Casing Thickness 0.375-inch                   | LF | 250   |  |
| 42   | Furnish and Install 42-inch casing, Casing Thickness 0.375-inch                   | LF | 250   |  |
| 43   | Furnish and Install 48-inch casing, Casing Thickness 0.500-inch                   | LF | 250   |  |
| 44   | Furnish and Install 54-inch casing, Casing Thickness 0.500-inch                   | LF | 250   |  |
| <b>Pipe Installation through Jack and Bore Casing (does not include Jack and Bore) (Inclusive of all Mechanical Joint Fittings and Restraints)</b> |   |    |       |  |
| 45   | Furnish and Install 6-inch with Stainless Steel Casing Spacers, Wastewater, HDPE  | LF | 250   |  |
| 46   | Furnish and Install 8-inch with Stainless Steel Casing Spacers, Wastewater, HDPE  | LF | 250   |  |
| 47   | Furnish and Install 10-inch with Stainless Steel Casing Spacers, Wastewater, HDPE | LF | 250   |  |
| 48   | Furnish and Install 12-inch with Stainless Steel Casing Spacers, Wastewater, HDPE | LF | 250   |  |
| 49   | Furnish and Install 16-inch with Stainless Steel Casing Spacers, Wastewater, HDPE | LF | 250   |  |

**ATTACHMENT A**  
**South Seminole & North Orange County**  
**Wastewater Transmission Authority**  
**Schedule of Unit Price Proposal**

|                      |   |      |     |  |
|----------------------|---|------|-----|--|
| 50                   | Furnish and Install 20-inch with Stainless Steel Casing Spacers, Wastewater, HDPE | LF   | 250 |  |
| 51                   | Furnish and Install 24-inch with Stainless Steel Casing Spacers, Wastewater, HDPE | LF   | 250 |  |
| 52                   | Furnish and Install 30-inch with Stainless Steel Casing Spacers, Wastewater, HDPE | LF   | 250 |  |
| 53                   | Furnish and Install 36-inch with Stainless Steel Casing Spacers, Wastewater, HDPE | LF   | 250 |  |
| 54                   | Furnish and Install 6-inch with Stainless Steel Casing Spacers, Wastewater, PVC   | LF   | 250 |  |
| 55                   | Furnish and Install 8-inch with Stainless Steel Casing Spacers, Wastewater, PVC   | LF   | 250 |  |
| 56                   | Furnish and Install 10-inch with Stainless Steel Casing Spacers, Wastewater, PVC  | LF   | 250 |  |
| 57                   | Furnish and Install 12-inch with Stainless Steel Casing Spacers, Wastewater, PVC  | LF   | 250 |  |
| 58                   | Furnish and Install 16-inch with Stainless Steel Casing Spacers, Wastewater, PVC  | LF   | 250 |  |
| 59                   | Furnish and Install 20-inch with Stainless Steel Casing Spacers, Wastewater, PVC  | LF   | 250 |  |
| 60                   | Furnish and Install 24-inch with Stainless Steel Casing Spacers, Wastewater, PVC  | LF   | 250 |  |
| 61                   | Furnish and Install 30-inch with Stainless Steel Casing Spacers, Wastewater, PVC  | LF   | 250 |  |
| 62                   | Furnish and Install 36-inch with Stainless Steel Casing Spacers, Wastewater, PVC  | LF   | 250 |  |
| <b>Appurtenances</b> |   |      |     |  |
| 63                   | Furnish and Install 6-inch, line stopping assembly (24-hours)                     | EACH | 1   |  |
| 64                   | Furnish and Install 8-inch, line stopping assembly (24-hours)                     | EACH | 1   |  |
| 65                   | Furnish and Install 10-inch, line stopping assembly (24-hours)                    | EACH | 1   |  |
| 66                   | Furnish and Install 12-inch, line stopping assembly (24-hours)                    | EACH | 1   |  |
| 67                   | Furnish and Install 16-inch, line stopping assembly (24-hours)                    | EACH | 1   |  |
| 68                   | Furnish and Install 20-inch, line stopping assembly (24-hours)                    | EACH | 1   |  |
| 69                   | Furnish and Install 24-inch, line stopping assembly (24-hours)                    | EACH | 1   |  |
| 70                   | Furnish and Install 30-inch, line stopping assembly (24-hours)                    | EACH | 1   |  |
| 71                   | Furnish and Install 36-inch, line stopping assembly (24-hours)                    | EACH | 1   |  |
| 72                   | Furnish and Install 42-inch, line stopping assembly (24-hours)                    | EACH | 1   |  |
| 73                   | Furnish and Install 6x6-inch, Tapping Sleeve & Valve                              | EACH | 1   |  |
| 74                   | Furnish and Install 8x8-inch, Tapping Sleeve & Valve                              | EACH | 1   |  |
| 75                   | Furnish and Install 10x10-inch, Tapping Sleeve & Valve                            | EACH | 1   |  |
| 76                   | Furnish and Install 12x12-inch, Tapping Sleeve & Valve                            | EACH | 1   |  |
| 77                   | Furnish and Install 16x16-inch, Tapping Sleeve & Valve                            | EACH | 1   |  |

**ATTACHMENT A**  
**South Seminole & North Orange County**  
**Wastewater Transmission Authority**  
**Schedule of Unit Price Proposal**

|                          |   |      |   |  |
|--------------------------|---|------|---|--|
| 78                       | Furnish and Install 20x20-inch, Tapping Sleeve & Valve  | EACH | 1 |  |
| 79                       | Furnish and Install 24x24-inch, Tapping Sleeve & Valve  | EACH | 1 |  |
| 80                       | Furnish and Install 36x36-inch, Tapping Sleeve & Valve  | EACH | 1 |  |
| 81                       | Furnish and Install 42x42-inch, Tapping Sleeve & Valve  | EACH | 1 |  |
| <b>Valves</b>            |   |      |   |  |
| 82                       | Furnish and Install 6-inch Plug Valve Assembly with Valve Box and Riser Assembly                    | EACH | 1 |  |
| 83                       | Furnish and Install 8-inch Plug Valve Assembly with Valve Box and Riser Assembly                    | EACH | 1 |  |
| 84                       | Furnish and Install 10-inch Plug Valve Assembly with Valve Box and Riser Assembly                   | EACH | 1 |  |
| 85                       | Furnish and Install 12-inch Plug Valve Assembly with Valve Box and Riser Assembly                   | EACH | 1 |  |
| 86                       | Furnish and Install 16-inch Plug Valve Assembly with Valve Box and Riser Assembly                   | EACH | 1 |  |
| 87                       | Furnish and Install 20-inch Plug Valve Assembly with Valve Box and Riser Assembly                   | EACH | 1 |  |
| 88                       | Furnish and Install 24-inch Plug Valve Assembly with Valve Box and Riser Assembly                   | EACH | 1 |  |
| 89                       | Furnish and Install 30-inch Plug Valve Assembly with Valve Box and Riser Assembly                   | EACH | 1 |  |
| 90                       | Furnish and Install 36-inch Plug Valve Assembly with Valve Box and Riser Assembly                   | EACH | 1 |  |
| 91                       | Furnish and Install 42-inch Plug Valve Assembly with Valve Box and Riser Assembly                   | EACH | 1 |  |
| <b>Air Release Valve</b> |   |      |   |  |
| 92                       | Furnish and Install 2-inch A.R.I D-020 ARV in Vented Above Ground Enclosure                         | EACH | 1 |  |
| 93                       | Furnish and Install 3-inch A.R.I D-020 ARV in Vented Above Ground Enclosure                         | EACH | 1 |  |
| 94                       | Furnish and Install 4-inch A.R.I D-020 ARV in Vented Above Ground Enclosure                         | EACH | 1 |  |
| 95                       | Furnish and Install 6-inch A.R.I D-020 ARV in Vented Above Ground Enclosure                         | EACH | 1 |  |
| <b>Sewer By-Pass</b>     |   |      |   |  |
| 96                       | Bypass 4-inch Force Main Setup (1,000 gpm and turnkey setup with 50' suction and 1,000' discharge)  | EACH | 1 |  |
| 97                       | Bypass 6-inch Force Main Setup (1,000 gpm and turnkey setup with 50' suction and 1,000' discharge)  | EACH | 1 |  |
| 98                       | Bypass 8-inch Force Main Setup (1,000 gpm and turnkey setup with 50' suction and 1,000' discharge)  | EACH | 1 |  |
| 99                       | Bypass 10-inch Force Main Setup (1,000 gpm and turnkey setup with 50' suction and 1,000' discharge) | EACH | 1 |  |
| 100                      | Bypass 12-inch Force Main Setup (1,000 gpm and turnkey setup with 50' suction and 1,000' discharge) | EACH | 1 |  |
| 101                      | Bypass 4-inch Pump (weekly cost for 2 pumps only including auto-dialer and diesel back up)          | EACH | 1 |  |
| 102                      | Bypass 6-inch Pump (weekly cost for 2 pumps only including auto-dialer and diesel back up)          | EACH | 1 |  |

**ATTACHMENT A**  
**South Seminole & North Orange County**  
**Wastewater Transmission Authority**  
**Schedule of Unit Price Proposal**

|                      |   |      |       |  |
|----------------------|---|------|-------|--|
| 103                  | Bypass 8-inch Pump (weekly cost for 2 pumps only including auto-dialer and diesel back up)  | EACH | 1     |  |
| 104                  | Bypass 10-inch Pump (weekly cost for 2 pumps only including auto-dialer and diesel back up) | EACH | 1     |  |
| <b>Miscellaneous</b> |   |      |       |  |
| 101                  | Open Cut and Replace Roadway  | SY   | 1,000 |  |
| 102                  | Remove and Replace Curb and Gutter  | LF   | 100   |  |
| 103                  | Open Cut and Replace Sidewalk   | SY   | 500   |  |
| 104                  | Open Cut and Replace Driveways  | SY   | 1,000 |  |
| 105                  | Erosion Control   | LF   | 1,000 |  |
| 106                  | Sodding and Landscaping   | SY   | 1,000 |  |
|                      |   |      | Total |  |

**ATTACHMENT B**

**South Seminole & North Orange County  
Wastewater Transmission Authority**

**Measures of Payment**

**SECTION 01 22 00**  
**MEASUREMENT AND PAYMENT**

**PART 1 - GENERAL**

**1.01 MEASUREMENT AND PAYMENT**

- A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative to construction of this project, will be made under the pay items listed herein and in accordance with the accepted Bid.
  
- B. Methods of Measurement:
  - 1. Units of measurement shall be defined in general terms as follows:
    - a. Linear Feet (LF)
    - b. Square Yards (SY)
    - c. Cubic Feet (CF)
    - d. Each (EA)
    - e. Lump Sum (LS)
  
  - 2. Unit Price Items:
    - a. Linear Feet (LF) shall be measured along the horizontal length of centerline of installed material, unless otherwise specified. Pipe shall be measured along the length of valves or fittings. Pipe included within the limits of lump sum items will not be measured.
    - b. Square Yards (SY), cubic feet (CF) and Each (EA) shall be measured as the amount of unit measure installed within the limits specified and shown in Specifications and Drawings. Slope angles and elevations shall be measured using land surveying equipment. Contractor shall provide supporting documentation (i.e.: drawings, truck tickets, invoices, etc.) to verify the actual quantities installed.
  
  - 3. Lump Sum Items:
    - a. Measurement of work for lump sum (LS) items shall be based on information provided in the Contract Documents and compiled through Contractor's own field verification.

## 1.02 BASIS OF PAYMENT

Measurement and payment for each bid item shall include all labor, materials and equipment required to perform the work included for that respective item to provide a complete and operable installation whether specifically described, mentioned or implied.

### 1. Mobilization / Demobilization (Item 1)

- A. Description – The work specified in this item consists of the operations necessary for the movement of personnel, equipment, signage, supplies, and incidentals to the project site in addition to the removal of all items, restoration, and cleanup at the end of the project.
- B. Measurement - The quantity for the work specified in this item shall be included in a lump sum price.

### 2. Pre-Construction Video (Item 2)

- A. Description - The work specified in this item consists of photographing and videoing preconstruction site prior to work being started as specified in the contract documents. This shall include but not be limited to an audio video recording of the entire project length recording all affected areas and proposed construction sites.
- B. Measurement - The quantity for the work specified in this item shall be included in a lump sum price.

### 3. Project As-Built Drawings (Item 3)

- A. Description - The work specified in this item consists of providing complete documentation of all work completed including but not limited to indicating material, location, and cover of pipe, fittings, and other infrastructure. These drawings shall correctly and accurately show all changes from the Conformed documents made during construction.
- B. Measurement - The quantity for the work specified in this item shall be included in a lump sum price.

### 4. Pipe Bursting (Inclusive of all Fused Fittings and Restraints) (Items 4-8)

- A. Description – The work consists of furnishing all labor, equipment, materials and supervision necessary for the pipe bursting installation of the HDPE DR-11 wastewater piping. Payment of the unit price shall be for full compensation for furnishing all labor, materials, equipment and services necessary to install the HDPE pipe within the right-of-way including clearing and grubbing, all costs necessary to prepare and submit shop drawings and submittals, procure the pipe, all excavation, shoring and bracing, trench safety, dewatering, sheeting and shoring, necessary ground water control, installation of HDPE DR11 pipe, joint restraints, locate wires, locate disks, locate devices, locate wire testing, welding, fittings, butt fusing of all polyethylene joints, filling, flushing, air testing, hydrostatic pressure and leakage testing, connecting and transitioning both ends to the new force main, backfill, compaction, complete restoration of disturbed areas and utilities and all other related and necessary materials required to construct a complete and operable pipeline in accordance with the Contract Documents.
- B. Measurement – Measurement for payment for this item shall be the actual number of linear feet of HDPE DR-11 pipe measured along the centerline of the pipe through fittings in-place, completed, tested and accepted.



**5. Open Cut HDPE (DR 11) (Inclusive of all Mechanical Joint Fittings and Restraints) (Items 9-18)**

- A. Description – The work consists of furnishing all labor, equipment, materials and supervision necessary for the installation of the HDPE DR-11 wastewater piping. Payment of the unit price shall be for full compensation for furnishing all labor, materials, equipment and services necessary to install the HDPE pipe within the right-of-way including clearing and grubbing, all costs necessary to prepare and submit shop drawings and submittals, procure the pipe, all excavation, shoring and bracing, trench safety, dewatering, sheeting and shoring, necessary ground water control, installation of HDPE DR11 pipe, joint restraints, locate wires, locate disks, locate devices, locate wire testing, welding, fittings, butt fusing of all polyethylene joints, filling, flushing, air testing, hydrostatic pressure and leakage testing, connecting and transitioning both ends to the new force main, backfill, compaction, complete restoration of disturbed areas and utilities and all other related and necessary materials required to construct a complete and operable pipeline in accordance with the Contract Documents.
- B. Measurement – Measurement for payment for this item shall be the actual number of linear feet of HDPE DR-11 pipe measured along the centerline of the pipe through fittings in-place, completed, tested and accepted.

**6. Open Cut PVC (Inclusive of all Mechanical Joint Fittings and Restraints) (Items 19-28)**

- A. Description - The work consists of furnishing all labor, equipment, materials and supervision necessary for the installation of the PVC (DR 18) wastewater pipe of the size and type specified, but not specifically included in other items. The unit price shall contain all costs necessary to prepare and submit shop drawings and submittals, procure the pipe, install the pipe (including survey layout), right-of-way clearing & grubbing, trench excavation, sheeting, shoring and bracing, trench safety, dewatering, furnishing and installing pipe bedding, location wires, pipe identification marking, tracer tape installation, utility crossings, property protection, flushing, hydrostatic pressure and leakage testing, location wire testing, backfilling, compaction, grading, temporary silt and erosion control, site restoration, re-vegetation and all other related and necessary materials required to construct a complete and operable pipeline in accordance with the Contract Documents. This item also includes all necessary DIP fittings, reducers, bends, tees, wyes, caps, and joints and joint restraining devices, removal/replacement of fences, trees, shrubs, mailboxes, temporary support of utility poles, support of utility piping/cables or other obstacles.
- B. Measurement – Measurement for payment for this item shall be the actual number of linear feet of the PVC pipe of size installed as measured along the centerline of the pipe through fittings in-place, completed, tested and accepted.

**7. Horizontal Directional Drill (Inclusive of all Mechanical Joints Fittings and Restraints) (Items 29-35)**

- A. Description – The work consists of furnishing all labor, equipment, materials and supervision necessary for the installation of the HDPE DR-11 wastewater force main using Horizontal Directional Drill. Payment of the unit price shall be for full compensation for furnishing all labor, materials, equipment and services necessary to install the HDPE force main pipe within the right-of-way including clearing and grubbing, all costs necessary to prepare and submit shop drawings and submittals, procure the pipe, all excavation, shoring and bracing, trench safety, dewatering, sheeting and shoring, necessary ground water control, installation of HDPE DR11 pipe, joint restraints, locate wires, locate disks, locate devices, locate wire

testing, welding, fittings, butt fusing of all polyethylene joints, filling, flushing, air testing, hydrostatic pressure and leakage testing, connecting and transitioning both ends to the new force main, backfill, compaction, complete restoration of disturbed areas and utilities and all other related and necessary materials required to construct a complete and operable pipeline in accordance with the Contract Documents.

- B. Measurement – Measurement for payment for this item shall be the actual number of linear feet of HDPE DR-11 pipe measured along the centerline of the pipe through fittings in-place, completed, tested and accepted.

**8. Jack and Bore Casing (Items 36-44)**

- A. Description - The work specified in this item consists of furnishing all labor, equipment, and materials to install the specified steel casing pipe using jack and bore construction. Payment shall be for full compensation of furnishing all labor, materials, equipment, and services necessary to install the Jack and Bore casing including but not limited to furnishing and installing sedimentary control, excavating and maintaining trenches as required by OSHA and other regulatory agencies, installing bedding as required, furnishing and fusing the steel casing, keeping the casing clean of any debris and all requirements in accordance with the Contract Documents.
- B. Measurement - Measurement for payment for this item shall be the actual number of linear feet of Jack and Bore casing measured along the centerline of the pipe through fittings in-place, completed, tested and accepted.

**9. Pipe Installation through Jack and Bore Casing (Does Not Include Jack and Bore Casing) (Inclusive of all Mechanical Joint Fittings and Restraints) (Items 45-62)**

- A. Description - The work specified in this item consists of furnishing all labor, equipment, and materials to install pipe in a jack and bore casing. This shall include but not be limited to furnishing and assembling casing spacers onto the carrier pipe and insertion of pipe into casing, restoration of sub grade, backfilling and compaction of the trench, regrading surrounding terrain, and clean up following the completion of the jack and bore operation.
- B. Measurement - The quantity for the work specified in this item shall be the length in feet of pipe installed at the satisfaction of the Owner and Engineer.

**10. Furnish and Install Line Stopping Assembly (24-Hours) (Items 63-72)**

- A. Description - The work specified in this item consists of furnishing all labor, equipment, and materials to properly install the line stop in addition to the required accessories. Installation shall include but not be limited to excavation of the work pit, maintenance of the work pit including dewatering, sheeting, shoring, and bracing as required by OSHA and other regulatory agencies, installation of the tapping saddle and valve, plugging of the line and installation of the completion plug, bypassing as necessary, and all backfilling, compaction, and work required to return the area to pre-construction condition.
- B. Measurement - The quantity for the work specified in this item shall be for each line stop properly installed as accepted by the owner.

**11. Furnish and Install Tapping Sleeve & Valve (Items 73-81)**

- A. Description - The work specified in this item consists of furnishing all labor, equipment, and materials to properly install the tapping saddles, tapping valves, and other required accessories. The installation shall include but not be limited to excavation of the work pit,

maintenance of the work pit including dewatering, sheeting, shoring, and bracing as required by OSHA and other regulatory agencies, installation of the tapping sleeve, making the appropriate size tap, installation of the tapping valve, and backfill, compaction, and work required to return the area to pre-construction condition.

- B. Measurement - The quantity for the work specified in this item shall be the actual number of specified tapping saddle and sleeve installed at the satisfaction of the Owner and Engineer.

**11. Valves (Items 82-91)**

- A. Description - The work consists of furnishing all labor, equipment, supervision and materials and installing valves of the size and type specified, but not included in other items. The unit price shall include the cost of preparing and submitting shop drawings and submittals, procuring the valves, installation of valves, jointing materials, including rings, restraining joints, bolts and gaskets, installation costs, concrete support in accordance with the specifications and Drawings.
- B. Measurement - The quantity for the work specified in this item shall be the actual number of manhole chimney seals furnished, properly installed as accepted by the owner.

**12. Air Release Valve (Items 88-91)**

- A. Description - The work consists of furnishing all labor, equipment and materials for removing the old ARV and replacing/installing a new A.R.I D-020 Stainless Steel ARV at the specified size.
- B. Measurement – Measurement for payment of this item will be the actual number of new 2-inch A.R.I D-020 Stainless Steel ARVs.
- C. Scenario Assumption- Assume ARV is located in a green space with ample room to park a vehicle near the ARV and not in a roadway lane of travel.

**13. Sewer By-Pass (Items 92-100)**

- A. Description - The work consists of furnishing all labor, equipment and materials to successfully bypass a force main of the specified size to maintain existing wastewater transmission services at all times including but not limited to the installation, maintenance, and removal of all pipes, pumps, valves, supports, anchors, plugs, controls, and other necessary equipment.
- B. Measurement – Measurement for payment of this item will be based on each set up as outlined specifically in each item at the acceptance of the owner.
- C. Scenario Assumption- Assume by-passing to be comprised of two pumps (one main and one standby) with an emergency auto-dialer feature.

**14. Open Cut and Replace Roadway (Item 101)**

- A. Description - The work consists of furnishing all labor, equipment and materials to remove and dispose of existing asphalt pavement or concrete in areas disturbed during work including but not limited to saw cutting existing asphalt pavement or concrete, milling existing pavement, and removing and disposing of existing asphalt pavement and concrete. The work shall also consist of furnishing all labor, equipment, and materials to install and replace asphalt and concrete disturbed during work including but not limited to furnishing and installing stabilization and base materials, furnishing asphalt pavement or concrete to the required thickness, compacting to the required density, and ultimately restoring to “Prior to Construction” conditions.

- B. Measurement – Measurement for payment of this item will be in square yards of existing asphalt milled, base material and asphalt pavement removed and installed or concrete removed and installed complete and acceptable to the Owner.

**15. Remove and Replace Curb and Gutter (Item 102)**

- A. Description - The work consists of furnishing all labor, equipment and materials to remove and dispose of existing curb and gutter in areas of work and install new curb or curb and gutter as specified in the Contract Documents. Installation shall include but not be limited to furnishing and installing form work and wire reinforcing where applicable, furnishing and installing expansion or contract joints, joint filler, and joint seal, placing and finishing new curb and gutter, and backfilling the surrounding areas as necessary.
- B. Measurement – Measurement for payment of this item will be the actual linear feet of curb or curb and gutter removed and installed as accepted by the owner.

**16. Open Cut and Replace Sidewalk (Item 103)**

- A. Description - The work consists of furnishing all labor, equipment and materials to remove and expose of existing concrete sidewalk in areas disturbed during the course of work including saw cutting existing concrete sidewalk to remove and dispose of. In addition, the work shall consist of furnishing all labor, equipment, and materials to install plain or reinforced sidewalk in areas disturbed during performance of the work including but not limited to furnishing and installing stabilization material, compacting base to the required density, furnishing and installing the required formwork and reinforcing, furnishing and installing contraction joints, joint filler, and joint seal, furnishing and replacing new concrete, and installing any necessary ramps and accessories as required by FDOT.
- B. Measurement – Measurement for payment of this item will be each square yard of concrete sidewalk removed and installed as accepted by the owner.

**15. Open Cut and Replace Driveways (Item 104)**

- A. Description - The work consists of furnishing all labor, equipment and materials to remove and expose of existing concrete driveway in areas disturbed during the course of work including saw cutting existing concrete sidewalk to remove and dispose of. In addition, the work shall consist of furnishing all labor, equipment, and materials to install plain or reinforced sidewalk in areas disturbed during performance of the work including but not limited to furnishing and installing stabilization material, compacting base to the required density, furnishing and installing the required formwork and reinforcing, furnishing and installing contraction joints, joint filler, and joint seal, furnishing and replacing new concrete, and installing any necessary accessories.
- B. Measurement – Measurement for payment of this item will be each square yard of concrete driveway removed and installed as accepted by the owner.

**18. Erosion Control (Item 105)**

- A. Description - The work consists of furnishing all labor, equipment and materials to stabilize soil to prevent erosion during and after construction and land disturbing activities including furnishing all labor, materials, tools, and equipment to install, maintain, and remove temporary sediment control measures over the duration of the work as indicated in the Contract Documents.

- B. Measurement – Measurement for payment of this item will be the linear feet of erosion control facilities installed as accepted by the owner.

**19. Sodding and Landscaping (Item 106)**

- A. Description - The work consists of furnishing all labor, equipment, materials and installation of landscaping and sodding following completion of work for site remediation as outlined in the Contract Documents.
- B. Measurement – Measurement for payment of this item will be in square feet of installed sodding and landscaping as accepted by the owner.

END OF SECTION

**ATTACHMENT C**

**South Seminole & North Orange County  
Wastewater Transmission Authority**

**Sample Contract**

## SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, A.D., by and between South Seminole & North Orange County Wastewater Transmission Authority party of the first part (hereinafter referred to as "OWNER"), whose address is 410 Lake Howell Road Maitland, FL 32751 and \_\_\_\_\_, party of the second part (hereinafter referred to as "CONTRACTOR"), whose address is \_\_\_\_\_.

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

### ARTICLE I - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation and perform all of the work as specified, indicated or described in the Contract Documents as described in Article VIII and shall further perform services contained in the Work Orders issued pursuant to ARTICLE III as prepared by South Seminole & North Orange County Wastewater Transmission Authority.

This initial Agreement period will be one (1) year. After the initial Agreement period of one (1) year, the Agreement may be renewed for three (3) renewal periods of one (1) year each if mutually agreed by both the OWNER Board of Directors and CONTRACTOR annually as described previously in RFP NO 2018-001.

### ARTICLE II - THE AGREEMENT SUM

The OWNER shall pay to the CONTRACTOR, for the faithful performance of the Agreement and Scope of Work in ARTICLE I herein, in lawful tender of the United States, and subject to addition and deductions as provided in the Contract Documents, as follows:

Based on such sums set forth in Attachment A - Schedule of Unit Price Proposal from RFP NO. 2018-001, or such sums agreed upon by both CONTRACTOR and OWNER for assigned work as described in RFP NO. 2018-001 and issued Work Orders.

### ARTICLE III – WORK ORDERS

OWNER and CONTRACTOR will confirm Scope of Work and Agreement Sum through issuance of Work Orders. Issuance of Work Orders may be done at the OWNER's discretion based on one of the following methods. The Parties to this AGREEMENT recognize that three (3) Contractors have been selected and ranked for issuance of Work Orders :

- Bidding Work Order(s) on an individual basis with the lowest bid Contractor being awarded the Work Order(s). OR

- Rotating Work Order(s) with each Contractor based on ranking summary from RFP NO. 2018-001 results, with first Work Order going to first ranked Contractor, second Work Order going to second ranked Contractor and third Work Order to third ranked Contractor until rotation is completed. Should a Contractor be unable to participate on a particular Work Order then the next Contractor in-line would get the opportunity to commence and complete that Work Order.

The selected Contractor will be issued a NOTICE OF WORK ORDER AWARD.

#### ARTICLE IV - COMMENCEMENT AND COMPLETION OF WORK

1.) The CONTRACTOR shall commence work within 10 calendar days after receipt of NOTICE TO PROCEED ON WORK ORDER and receipt of conformed Drawings and Specification and will complete the same within the time allotted for each Work Order authorization unless the period for final completion is extended otherwise by the CONTRACT DOCUMENTS.

2.) The CONTRACTOR shall prosecute the work with faithfulness and diligence.

3.) The CONTRACTOR further declares upon the issuance of a Work Order he will have examined the site of the work and that from personal knowledge and experience or that he has made sufficient investigations to fully satisfy himself that such site is correct and suitable for the work and he assumes full responsibility therefore. The provisions of this Agreement shall control any inconsistent provisions contained in the Drawings and Specifications. Upon receipt of the Work Order, all Drawings and Specifications shall be read and carefully considered by the CONTRACTOR, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Agreement be more strongly construed against the OWNER than against the CONTRACTOR and his Surety.

Any ambiguity or uncertainty in the Drawings or Specifications associated with the Work Order shall be interpreted and construed by the OWNER's Engineer (Engineer), and his decision shall be final and binding upon all parties, provided the OWNER agrees.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the South Seminole & North Orange County Wastewater Transmission Authority or by any agent or representative as in compliance with the terms of this Agreement and/or of the Drawings and Specifications or other portions of the Contract Documents associated with the Work Order covering said work shall not operate as a waiver by the OWNER of strict compliance with the terms of this Agreement and/or the Drawings and Specifications covering said work; and the OWNER may require the CONTRACTOR and/or his Surety to repair, replace, restore and/or make to comply strictly and in all things with this Agreement and the Drawings and Specifications any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and or acceptance of any such work or material, are found to be defective or to fail and in any way to comply with this Agreement or with the Drawings and



Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The CONTRACTOR shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the CONTRACTOR and/or his Surety, immediately after Notice to either, to repair or replace any such defective materials and workmanship shall entitle the OWNER, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the CONTRACTOR and/or his Surety, who shall in any event be jointly and severally liable to the OWNER for all damages, loss and expense caused to the OWNER by reason of the CONTRACTOR'S breach of this Agreement and/or his failure to comply strictly and in all things with this Agreement and with the Drawings and Specifications.

4.) As-built drawings, warranties must be submitted to the Engineer in accordance with the approved Scope of Work as set forth in the Work Order specified in ARTICLE III before final payment will be made to the CONTRACTOR.

ARTICLE V - LIQUIDATED DAMAGES

1.) It is mutually agreed that time is of the essence in regard to this Agreement and should the CONTRACTOR fail to complete the Scope of Work as set forth in any issued Work Order, as established in ARTICLE III, within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the CONTRACTOR, and the OWNER will retain the amount of:

| <u>Issued Work Order Amount</u>                                 | <u>Daily Charge per Calendar Day</u> |
|---|--------------------------------------|
| <input type="checkbox"/> \$250,000 and under                    | \$ 400                               |
| <input type="checkbox"/> Over \$250,000 but less than \$750,000 | \$ 600                               |
| <input type="checkbox"/> \$750,000 but less than \$2,000,000    | \$ 800                               |
| <input type="checkbox"/> Over \$2,000,000                       | \$ 1,000                             |

for each and every calendar day elapsing between the date fixed for substantial completion and the date such substantial completion shall have been fully accomplished. It is also hereby agreed that if this Scope of Work as set forth in the Work Order as established in ARTICLE III is not finally completed, in accordance with the requirements of the contract documents, the Contractor shall pay to the Owner as liquidated damages for such delay, and not as a penalty:

| <u>Issued Work Order Amount</u>                                 | <u>Daily Charge per Calendar Day</u> |
|---|--------------------------------------|
| <input type="checkbox"/> \$250,000 and under                    | \$ 400                               |
| <input type="checkbox"/> Over \$250,000 but less than \$750,000 | \$ 600                               |
| <input type="checkbox"/> \$750,000 but less than \$2,000,000    | \$ 800                               |
| <input type="checkbox"/> Over \$2,000,000                       | \$ 1,000                             |

for each and every calendar day elapsing between the date fixed for final completion and the date such final completion shall have been fully accomplished.; and shall not exclude

the recovery of damages by the Owner under other provisions of the contract documents or other incidental or compensatory damages and costs due to Owner from Contractor.

2.) For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day schedule for protection.

#### ARTICLE VI - PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Information as presented in the RFP NO. 2018-001: Pipeline Replacement Contractor Continuing Services, and subject to additions and deductions as provided, the OWNER shall pay the CONTRACTOR as follows:

1.) CONTRACTOR shall submit a progress payment request by the third (3rd) day of each calendar month for work performed during the preceding calendar month. Upon Contractor's signature accepting the Partial Payment Authorization, the Owner shall make a partial payment to the Contractor, within fifteen (15) working days, on the basis of a duly certified and approved estimate by the Owner and the Engineer, for work performed during the preceding calendar month under the Agreement. To insure proper performance of the Agreement, the OWNER shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by the Agreement.

2.) Upon submission by the CONTRACTOR of evidence satisfactory to the OWNER that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the technical specifications (based on each individual Work Order awarded) have been furnished and are found acceptable by the OWNER, final payment on account of this Agreement shall be made within 30 working days after completion of all work by the CONTRACTOR covered by this Agreement and acceptance of such work by the OWNER.

#### ARTICLE VII - ADDITIONAL BONDS

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto for its faithful performance and payment of labor and materials, the OWNER shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance and payments of the work, the CONTRACTOR shall, at his expense, and within seven (7) days after receipt of Notice from the OWNER to do so, furnish additional bonds, in such form and amounts, and with such Sureties as shall be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed due under this Agreement until such new or additional security for the faithful performance and for payment of labor and materials of the work shall be furnished in manner and form satisfactory to the OWNER.

## ARTICLE VIII - CONTRACT DOCUMENTS

The Contract Documents, as stated in the RFP NO. 2018-001: Pipeline Replacement Contractor Continuing Services and herein made a part, are as fully a part of this Agreement as if herein repeated consist of the following and in Document Precedence as follows:

- 1.) This Agreement
- 2.) Exhibits to this Agreement
- 3.) Addenda (Modification)
- 4.) Division 00 (as provided in RFP NO. 2018-001)
- 5.) Division 01 (as provided in RFP NO. 2018-001)
- 6.) Drawings and Specifications
- 7.) Instructions to CONTRACTORS
- 8.) Work Order to be Issued Based on Article III

## ARTICLE IX – WORK CHANGES

The OWNER reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Agreement, and agrees to make corresponding adjustments in the Agreement Sum and time for completion. Any and all changes must be authorized by a written change order signed by the Executive Director of SSNOCWTA or his designee as representing the OWNER. Work shall be changed and the Work Order sum and completion time shall be modified only as set out in the written change order. Any adjustment in the Agreement Sum resulting in a credit or a charge to the OWNER shall be determined by a mutual agreement of the parties before starting the work involved in the change.

## ARTICLE X – COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Scope of Work as set forth in the Work Order specified in ARTICLE III. All materials furnished and work done is to comply with all local state and federal laws and regulations.

## ARTICLE XI – CLEANING UP

Contractor shall, during the performance of this Agreement, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the

work, Contractor shall remove all Contractor's equipment and all excess materials, and put the work area in a neat, clean and sanitary condition and restore to original job site condition.

#### ARTICLE XII – LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Agreement.

#### ARTICLE XIII – ASSIGNMENT

Contractor shall not delegate or subcontract any part of the work under this Agreement or assign any monies due him hereunder without first obtaining the written consent of the OWNER or its Authorized Representative.

#### ARTICLE XIV – SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

#### ARTICLE XV – INSURANCE

The CONTRACTOR shall procure and maintain insurance requirements as stated in RFP NO. 2018-001: Pipeline Replacement Contractor Continuing Services.

#### ARTICLE XVI – GENERAL CONDITIONS

The CONTRACTOR shall comply with the General Information as stated in RFP NO. 2018-001: Pipeline Replacement Contractor Continuing Services.

#### EXHIBITS INCLUDED:

Exhibit A: Performance Bond

Exhibit B: Rider to Performance Bond

Exhibit C: Labor and Manual Payment Bond

Exhibit D: Rider to Payment Bond

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

SSNOCWTA

Authority Seal

\_\_\_\_\_  
Ed Gil de Rubio, Executive Director

Attest:

\_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
(Company Name)

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

\_\_\_\_\_  
(Name/Title Printed or Typed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Telephone Number

If a corporation, affix corporate seal and have corporate secretary attest.

Attest:  
\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
(Name Printed or Typed)

EXHIBIT A

PERFORMANCE BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH LABOR AND MATERIAL PAYMENT BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE AGREEMENT.

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_  
(Full name and address or legal title of CONTRACTOR)

as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_

\_\_\_\_\_  
(Full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the South Seminole & North Orange County Wastewater Transmission Authority, as Oblige, hereinafter called OWNER, in the amount of:

\_\_\_\_\_  
(Dollar Amount in Words)

(\$ \_\_\_\_\_ )  
(Dollar Amount in Numbers)

(Sum equal to 100 percent of Agreement amount) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement dated \_\_\_\_\_, entered into a Agreement with OWNER for: RFP NO. 2018-001: Pipeline Replacement Contractor Continuing Services in accordance with Drawings and Specifications prepared by the South Seminole & North Orange County Wastewater Transmission Authority 410 Lake Howell Road Maitland, FL 32751 which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Agreement, the OWNER having performed OWNER'S obligations there under, the Surety may promptly remedy the default, in accordance with Section 255.05, Florida Statutes, or shall promptly,

- 1) Complete the Agreement in accordance with its terms and conditions or within sixty (60) calendar days.
- 2) Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Agreement between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Agreement or Agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement Sum; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Agreement Sum," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Agreement and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.
- 3) Upon termination of the Agreement by the OWNER due to the CONTRACTOR'S failure to perform under the conditions herein set forth in the Agreement, the OWNER may without prejudice to any right or remedy and after giving the CONTRACTOR and his Surety if any, seven (7) days written notice, terminate the employment of the CONTRACTOR, and take possession of the site and all of the materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR and may finish the work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished.
- 4) A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials or supplies shall, within 45 days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection, and
- 5) A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

- 6) Other than a suit by OWNER, no action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

THE FOREGOING PERFORMANCE BOND WAS SIGNED AND SEALED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2018.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal) (Seal)

By: \_\_\_\_\_  
(Manual Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety) (Seal)

By: \_\_\_\_\_  
(Manual Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Resident Agent as Attorney-in-Fact)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
Power of Attorney attached hereon:



EXHIBIT B - RIDER TO PERFORMANCE BOND  
PUBLIC WORK -- STATE OF FLORIDA  
PURSUANT TO FLORIDA STATUTE SEC. 255.05

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2018, between \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(hereinafter called the "PRINCIPAL") and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(hereinafter called the "SURETY") and the South Seminole & North Orange County Wastewater Transmission Authority (hereinafter called the "OWNER").

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_ 2018, the parties hereto entered into a Performance Bond, a copy whereof is hereto attached and incorporated herein by reference, and

WHEREAS, said parties have agreed to add certain terms to said Performance Bond to conform with Florida Statute 255.05;

NOW, THEREFORE, it is agreed that the said Performance Bond pertaining to RFP NO. 2018-001: Pipeline Replacement Contractor Continuing Services - is hereby amended to include the following provisions:

Other than a suit by the OWNER, no suit or action for labor, materials, or supplies shall be instituted hereunder against the PRINCIPAL or the SURETY unless both of the following notices have been given by the claimant.

"A claimant, except a laborer, who is not in privity with the PRINCIPAL and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the PRINCIPAL with a notice that he intends to look to the bond for protection, and

A claimant who is not in privity with the PRINCIPAL and who has not received payment for his labor, material, or supplies shall, within 90 days after performance of the labor or after complete delivery of materials or supplies, deliver to the PRINCIPAL and to the SURETY written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

Other than a suit by the OWNER, no action shall be instituted, against the PRINCIPAL or the SURETY on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

RIDER TO PERFORMANCE BOND

It is the express agreement that all other terms, conditions, and stipulations contained in the said Performance Bond shall remain in full force and effect and without any change or modifications whatsoever, except only as to the additions, as above provided.

Principal:

\_\_\_\_\_

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

Surety:

\_\_\_\_\_

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

Accepted:

South Seminole & North Orange  
County Wastewater Transmission Authority:

\_\_\_\_\_  
Ed Gil de Rubio, Executive Director

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH THE PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE AGREEMENT.

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_  
(Full name and address or legal title of CONTRACTOR)

as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_

\_\_\_\_\_  
(Full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the South Seminole & North Orange County Wastewater Transmission Authority, as Obligee, hereinafter called OWNER, in the amount of:

\_\_\_\_\_  
(Dollar Amount in Words)

(\$ ) \_\_\_\_\_  
(Dollar Amount in Numbers)

(Sum equal to 100 percent of Agreement amount) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written Agreement dated \_\_\_\_\_, entered into an Agreement with OWNER for the construction of RFP NO. 2018-001: Pipeline Replacement Contractor Continuing Services, in accordance with Drawings and Specifications prepared by the South Seminole & North Orange County Wastewater Transmission Authority, which Agreement is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Agreement, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however to the following conditions in accordance with Section 255.05, Florida Statutes:

- 1.) A claimant is defined as one having a direct Agreement with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Agreement.
- 2.) The above-named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which he last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- 3.) Other than the OWNER, no suit or action shall be commenced hereunder by any claimant:
  - a.) Unless claimant, other than one having a direct Agreement with the Principal shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Work Order is located, save that such service need not be made by a public officer.
  - b.) After the expiration of one (1) year following the date on which Principal ceased work on said Agreement, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - c.) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Work Order, or any part thereof, is situated, or in the United States District Court for the district in which the Work Order, or any part thereof, is situated, and not elsewhere.
  - d.) A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials or supplies shall, within 45

days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection, and

- e.) A claimant who is not in privity with the Principal and who has not received payment for his labor, materials or supplies shall, within 90 days after performance of the labor or after complete delivery of materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- f.) No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

The amount of this bond shall be reduced by and to the extent of a payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or record against said improvement whether or not claim for the amount of such lien be presented under and against this bond.

The foregoing Labor and Material Payment Bond was signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
(Manual Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
(Manual Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Resident Agent as Attorney-in-Fact)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)

Power of Attorney attached hereon:

\_\_\_\_\_

EXHIBIT D

RIDER TO PAYMENT BOND  
PUBLIC WORK -- STATE OF FLORIDA  
PURSUANT TO FLORIDA STATUTE SEC. 255.05

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2018,

between \_\_\_\_\_

(hereinafter called the "PRINCIPAL") and \_\_\_\_\_

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_ 2018, the parties hereto entered into a Payment Bond, a copy whereof is hereto attached and incorporated herein by reference, and

WHEREAS, said parties have agreed to add certain terms to said Payment Bond to conform with Florida Statute 255.05;

NOW, THEREFORE, it is agreed that the said Payment Bond pertaining to RFP NO. 2018-001: Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services, is hereby amended to include the following provisions:

Other than a suit by the OWNER, no suit or action for labor, materials, or supplies shall be instituted hereunder against the Principal or the Surety unless both of the following notices have been given by the claimant.

"A claimant, except a laborer, who is not in privity with the Principal and who has not Received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection, and

A claimant who is not in privity with the Principal and who has not received payment for his labor, material, or supplies shall, within 90 days after performance of the labor or after complete delivery of materials or supplies, deliver to the Principal and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

Other than a suit by the OWNER, no action shall be instituted, against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

It is the express agreement that all other terms, conditions, and stipulations contained in the said Performance Bond shall remain in full force and effect and without any change or modifications whatsoever, except only as to the additions, as above provided.

Principal:

\_\_\_\_\_

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

Surety:

\_\_\_\_\_

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

Accepted:

South Seminole & North Orange  
County Wastewater Transmission Authority:

\_\_\_\_\_  
Ed Gil de Rubio, Executive Director