

**SOUTH SEMINOLE & NORTH ORANGE COUNTY
WASTEWATER TRANSMISSION AUTHORITY
RFQ NO. 2020-001
REQUEST FOR QUALIFICATIONS**

**WASTEWATER PUMP STATION CONSTRUCTION AND REHABILITATION
CONTRACTOR SERVICES**

The South Seminole & North Orange County Wastewater Transmission Authority (Authority) requests Qualifications from Contractors for a Wastewater Pump Station Construction and Rehabilitation Contractor Services Contract. The Authority has a specific set of projects which may be considered for construction in this and subsequent fiscal years in addition to general annual maintenance repairs as part of the Authority's Capital Improvement Plan (CIP). These projects may include but are not necessarily limited to:

- Wastewater pump station construction and rehabilitation, or
- Replacement and/or extension of wastewater transmission mains within close proximity (~250 feet) to pump stations, or
- Minor repairs, maintenance or replacement of wastewater manholes, pump station valves, riser pipes, air release valves, controls, or flow meters, or
- pump station bypass configurations and maintenance of traffic, or
- Emergency repair services on pump stations.

While contract(s) resulting from this award may apply to any type of wastewater pump station construction related services noted above, the contract(s) shall not be construed in any way to limit the Authority's right to pursue other contracting methods including traditional design-bid-build, construction manager at risk, 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 one or more contractor services agreements to provide wastewater pump station construction and rehabilitation services to the Authority for CIP 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 request for qualifications (RFQ). The Authority reserves the right to conduct interviews. Final ranking recommendations may be revised from any original ranking as a result of data received during the 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 contract but reserves the right to alter this number based upon the quality of the submittals received in response to this RFQ. The Authority intends to award three (3) Wastewater Pump Station Construction and Rehabilitation Contractor Services Contracts with the initial contract period being for one (1) year. The contract may be extended, subject to written notice of agreement from the Authority and Contractor, for three (3) additional one (1) year periods beyond the primary contract period, for a maximum total contract term up to four (4) years. The extension shall be exercised only if all terms and conditions remain the same and the Authority grants approval.

Proposal Documents - Contractors interested in responding may obtain a Request to Submit Qualifications package (the "RFQ Package") from Authority's Consulting Engineer, Reiss Engineering, located at 1016 Spring Villas Point, Winter Springs, Florida 32708, Email Address: eswilliamson@reisseng.com or at www.SSNOCWTA.net on or after **Monday, May 18, 2020**. The RFQ has been advertised; however, the RFQ Package is available only from the Engineer's office for the Authority. The RFQ Package may be sent electronically by email at no charge. There is a cost of **\$15** (non-refundable) for the RFQ package if shipping is required.

Pre-Proposal Meeting, Submittal Time and Place - A non-mandatory pre-proposal meeting will be held on **Thursday May 28, 2020, at 10:00 a.m.** at the Authority's offices, 410 Lake Howell Road Maitland, Florida 32751-5907 or virtually. Due to the continually changing situation with the COVID-19 pandemic, the Center for Disease Control (CDC), Florida Department of Health (FDOH), or other Federal, State, County, or Local requirements may require this meeting be conducted via Microsoft Teams/Teleconferencing. Please contact Emily Williamson, Project Engineer via email to eswilliamson@reisseng.com prior to the pre-bid meeting to confirm the location (in person or virtual) in addition to any other instructions to attend if a virtual meeting is required.

Proposal Questions - Any and all questions shall be submitted in writing, Attn.: Emily Williamson, Project Engineer, via e-mail to eswilliamson@reisseng.com. Questions must be submitted on or before close of business on **Thursday June 4, 2020**.

One electronic PDF of the Qualifications shall be submitted to the South Seminole & North Orange County Wastewater Transmission Authority via email until **2:00 p.m. (EST) on Thursday June 18, 2020**. Qualifications shall be submitted to SSNOCWTA at either DemandStar or both of the following emails: director@SSNOCWTA.com and eswilliamson@reisseng.com. Any Qualifications received after the specified time and date will not be considered. The Authority reserves the right to waive minor irregularities in any proposal and to reject all Qualifications 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 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 Request for Qualifications. 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 Request for Qualifications.
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. All work of a specified nature contemplated to be performed by Contractor shall be outlined in the Agreement.
6. The selected Contractor(s) 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 Contractor(s) shall at all times carry Comprehensive General Liability, Comprehensive Automobile Liability, Worker's Compensation, and Excess Liability, and the insurance certificate must list the Authority as additional insured for the specific project and the dates of the project/event (both begin and end dates required). (See Insurance Requirements on page 22) 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 Qualifications. 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 contract.

II. SUBMITTAL DUE DATE, CONTENT

A. TIME AND LOCATION

Sealed submittals consisting of one (1) electronic submittal via either DemandStar or email must be received by the South Seminole & North Orange County Wastewater Transmission Authority at both emails listed below no later than **Thursday, June 18, 2020 at 2:00 p.m. (EST)**

Submittals via email should be submitted to the following:

South Seminole & North Orange County
Wastewater Transmission Authority
Attn: Ed Gil de Rubio, Executive Director
Attn: Contractor RFQ Number 2020-001
To: director@SSNOCWTA.com
CC: eswilliamson@reisseng.com

Submittal emails should be clearly marked “RFQ #2020-001 Wastewater Pump Station Construction and Rehabilitation Contractor Services Contract”.

Proposer should indicate in the email the following:

- (1) Request for Qualifications No. 2020-001
- (2) Hour and Date of Opening
- (3) Name of Proposer
- (4) Return Address of the Proposer

Qualifications received after the date and time specified will be not be considered and 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 Qualifications.

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 before the specified time. 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

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 emanate from the solicitation.
- b. Subcontractors: Provide the legal name and address, to the extent possible, of construction subcontractors for major trade elements (i.e. electrical, mechanical, concrete installation, instrumentation and controls) anticipated to compete for this and other similar projects.
- c. For the CONTRACTOR 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 CONTRACTOR.
- 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)
 - Describe in detail any projects within the last three years where liquidated damages, penalties, liens, defaults, cancellations of contract or termination of contract were imposed, sought to be imposed, threatened or filed against your organization.

2. PROJECT MANAGER AND 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 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 wastewater pump stations or lift stations construction or rehabilitations completed within the last five (5) years. For each project, list:
 - i. Project name and location.
 - ii. Client name and contact information.
 - 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 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 wastewater pump stations or lift stations construction or rehabilitations. For each project, list:
 - i. Project name and location.
 - ii. Client name and contact information.
 - iii. Approximate constructed value.
 - iv. Summary of Superintendent'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) shall not be the same individuals.
- d. The Construction Company or Team must also include a Certified 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 pump station construction or rehabilitations projects for the Authority's members municipalities or in 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
 - iv. Contract Fees
 - v. Change Order Fees
 - vi. Summary of Team Member responsibilities
 - vii. Description of project
 - viii. 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.

Proposers with an office in Orange or Seminole counties shall receive full points in the bid evaluation scoring. Proposers with an 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)

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 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.
- 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.

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

Pursuant to this RFQ, the Evaluation Committee shall review and evaluate all responsive Qualifications submitted in response to this RFQ 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 Qualifications:

Criteria	Weight
General Information About Company	5
Project Manager Similar Projects/Experience	15
Superintendent Similar Projects/Experience	15
Company / Project Team Skills and Experience	30
Location	5
Schedule	5
Project Scope, Approach and Understanding	15
Financial	10
Total	100

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, and may require public presentations by no fewer than three firms regarding their qualifications, approach to providing the services, and ability to furnish the required services. Final ranking recommendations may be revised from any original short-listed ranking as a result of data received during the interview process. Once the Authority has approved the final rankings, the Authority will engage or authorize one or more persons to engage the highest ranking firms (approximately 3) in negotiations for purposes of executing a Contract. In doing so, the Authority will determine and negotiate compensation that is fair, competitive, and reasonable for the services to be supplied. Should the Authority be unable to negotiate a satisfactory Contract with the highest ranked Finalist at a price the Authority determines to be fair, competitive and reasonable, the Authority shall formally terminate negotiations and then undertake negotiations with the next highest ranked Finalist. Failing accord with the next most qualified Firm, the Authority will formally terminate negotiations with such Firm and then undertake negotiations with the next highest ranked Finalist. The Authority reserves the right to revise the Work description after review of Qualifications to take best advantage of contractor qualifications that align with the Authority's expected CIP work.

Selection shall be in accordance with F.S. 287.055, the selection criteria in the RFQ, 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 contract, but reserves the right to alter this number based upon the quality of the submittals received in response to this RFQ. The Authority intends to award three (3) 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 Qualifications that it may, at its sole discretion, deem unresponsive; to waive minor technicalities; or to accept Qualifications, which, in its sole judgment, are most advantageous and best serve 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 QUALIFICATIONS

1. Incurred Expenses: The Authority is not responsible for any expenses which persons making submittals may incur in preparing and submitting their Qualifications or in participating in the RFQ 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 RFQ 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 Qualifications 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 Qualifications: If it becomes necessary to revise or amend any part of this Request for Qualifications, the Authority will endeavor to make available the revision by written Addendum to all prospective respondents who received an original Request for Qualifications. 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: The Authority is governed by the Public Records Law, Chapter 119, Florida Statutes. 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 Qualifications 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 confidential materials that qualify as "trade secrets" must be segregated, clearly labeled on each page, and accompanied by an executed Non-Disclosure Agreement for Confidential Materials, which will be provided upon request.
8. All Qualifications received from respondents in response to this Request for Qualifications 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 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. Physical submittal shall be submitted neatly within a three ring binder or spiral bond.
3. Completeness: All information required by the Request for Qualifications must be supplied to constitute a regular submittal.
4. Award Presentation: The Executive Director will present to the Authority's Board for approval 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.

G. TERMS AND CONDITIONS:

1. The Authority has the sole discretion and reserves the right to cancel this RFQ, to reject any and all submittals, to waive any and all informalities and irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the Authority to do so.
2. The Authority reserves the right to make an award to the response deemed to be most advantageous to the Authority.
3. The Authority reserves the right to award the Contract to the next most qualified Firm if the successful Firms do not begin the contracted services within the prescribed time, or if an acceptable fee cannot be negotiated.
4. The Authority reserves the right to award the Contract to a single Firm or make multiple awards to multiple Firms.
5. Firms will be notified in writing whether they have been selected for this Contract.

III. EVALUATION COMMITTEE AND PROCEDURE FOR REVIEW OF SUBMITTALS

A committee has been established to review and evaluate all Qualifications submitted in response to this Request for Qualifications (RFQ). 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 Qualifications 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 Qualifications and mandatory requirements of the RFQ. 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 Emily Williamson at Reiss Engineering Inc. 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

Email Address: eswilliamson@reisseng.com

(Remainder of page is intentionally left blank)

THE FOLLOWING ARE REQUIREMENTS OF THIS RFQ, 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)
√		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 RFQ. Please read the entire RFQ thoroughly to ensure that your submission is complete.

Addendum Received: # _____ # _____ # _____ # _____ # _____ # _____ # _____

RFQ # 2020-001
Request for Qualifications Contractor Services
RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Qualifications.

I hereby propose to furnish the services specified in the Request for Qualifications. I agree that my submittal will remain valid for a period of at least 120 days in order to allow the South Seminole & North Orange County Wastewater Transmission Authority (Authority) adequate time to evaluate the submittals and determine a ranking of the most qualified firms.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service, that no officer, employee or agent of the Authority or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

(____) _____

TELEPHONE NUMBER

STATE OF _____)

)SS

COUNTY OF _____)

Sworn to (of affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2020 by _____ who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____

Commission Expires: _____

**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 (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day _____, 2020.

Personally known _____

OR _____ *Name of Notary*
 Produced identification _____ 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 (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2020. 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:

Signature of Affiant

Date

Print Name

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2020.

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
RFQ# 2020-001

The ACORD certificate must reflect the following as shown on the attached sample contract –
REQUIRED 30 days PRIOR TO the event/project begin date and all must include the correct project number and the Authority contact person.

- 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.
 - 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 \$200,000/\$300,000 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
RFQ# 2020-001

We have declined to propose on **RFQ #2020-001**, 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**

Sample Contract

SAMPLE CONTRACT /AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, A.D., by and between South Seminole and 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 RFQ NO 2020-001. RFQ No. 2020-001 and the response by CONTRACTOR are incorporated into this Agreement as if fully set forth.

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:

(To be completed based on such sums agreed upon by both CONTRACTOR and OWNER for assigned work as described in RFQ NO. 2020-001 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 ____ 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 RFQ NO. 2020-001 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 it will (i) thoroughly review the construction documents and all other related documents; (ii) visit and thoroughly inspect the site and any structures to be modified as part of the Work and familiarize itself with local conditions under which the Work will be operated; (iii) familiarize itself with surveys and other as-built drawings provided by Owner or Engineer that indicate the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Work; (iv) familiarize itself with pertinent dates and special requirements; v) review and analyze all geotechnical, hazardous substances, structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations provided by Owner or Owner's Engineer; and (vi) gather any other information necessary for a thorough understanding of the Work. Claims by CONTRACTOR resulting from CONTRACTOR's failure to familiarize itself with the Work and pertinent documents will be deemed waived. 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 the 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. The OWNER may require the CONTRACTOR and/or the Surety to repair, replace, restore and make to comply strictly 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 in any way to fail 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 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 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 failure to comply strictly and in all things with this Agreement and with the Drawings and Specifications.

The CONTRACTOR shall be solely responsible for supervising and directing the Work, and shall have sole responsibility for determining appropriate construction means, methods, techniques, sequences and procedures, and for coordinating the Work under the Contract Documents. The CONTRACTOR shall be solely responsible to the Owner for the acts and omissions of all entities or persons performing or supplying any portion of the Work for which the CONTRACTOR has contracted.

4.) As-built drawings and 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 SUBCONTRACTORS

The Construction Manager is required to enter into written agreements with each subcontractor who will perform any portion of the Work. The subcontract agreement shall incorporate the terms of the Contract Documents, and the terms of this Agreement. Further, where appropriate, the Construction Manager shall require each subcontractor to enter into similar agreements with sub-subcontractors and material suppliers. Before entering into any agreement with a subcontractor, CONTRACTOR shall confirm that the subcontractor is properly licensed by the state and all pertinent counties, and any applicable municipality, for the portion of the Work to be performed on the Project and shall supply such information or proof of licensing, in writing, to Owner's Engineer. Each subcontract agreement for a portion of the Work shall be assignable by the CONTRACTOR to the Owner in the event of a termination of this Agreement by the Owner with or without cause, and only for those subcontract agreements which the Owner accepts by notifying the subcontractor in writing.

ARTICLE VI --DEFAULT/TERMINATION

A. Default.

- 1) In the event the CONTRACTOR fails and refuses to correct any Work which is not in accordance with the requirements of the Contract Documents, or fails and refuses to perform the Work in accordance with the Contract Documents, the Owner, at the Owner's discretion, may direct the CONTRACTOR to stop the Work or any portion thereof, until such time as the non-conforming Work has been corrected.
- 2) In the event the CONTRACTOR fails to perform the Work in accordance with the Contract Documents within a seven (7) calendar day time period after receipt of written notice from the Owner with regard to such failure, the Owner may, without waiving its rights to pursue any and all other remedies, move forward to correct such deficiencies itself. In that event, the Owner will issue a Change Order deducting from any and all payments due to the CONTRACTOR the cost of correcting such non-conforming Work, including any compensation to third parties for additional services and expenses incurred as a result of such failure by the CONTRACTOR. The method for determining the Change Order value shall be determined solely by the Owner. In the event the payments due the CONTRACTOR are insufficient to pay for the Change Order referenced above, then the CONTRACTOR shall pay the difference to the Owner within three (3) calendar days.

B. **Termination by CONTRACTOR**

- 1) If the Work is stopped for a period of ninety (90) days through no act or fault of the CONTRACTOR, or a subcontractor, sub-subcontractor, material supplier, or their agents or employees, for any of the reasons listed below, then the CONTRACTOR, upon ten (10) days prior written notice to the Owner, may terminate this Agreement and the Owner shall pay the CONTRACTOR for all Work executed.
 - a. The issuance of an order of a Court or any other public authority having jurisdiction;
 - b. An act of government, such as a declaration of national emergency, making materials unavailable; or
 - c. In the event the Owner has not made payment on an uncontested written payment request within the time stated in the Contract Documents.
- 2) If the cause of work stoppage is removed prior to the end of the ten (10) day notice period, the CONTRACTOR may not terminate the Contract.

C. **Termination by Owner**

- 1) The Owner may terminate the Agreement with or without cause; and if for cause, for any of the following reasons:
 - a. Repeated refusal or failure of the CONTRACTOR to supply sufficient, properly skilled workers, or proper materials to the Work Site;
 - b. Failure to make payment to subcontractors for materials or labor in accordance with the required agreements between the CONTRACTOR and subcontractors;
 - c. Disregard by the CONTRACTOR of any applicable laws, ordinance, or rules, regulations or orders of a public authority having jurisdiction;
 - d. Any real or perceived breach of a provision of the Contract Documents; or
 - e. Any other reason the Owner deems necessary.

- 2) Upon termination by the Owner, with or without cause, the following procedures will be adhered to:
 - a. At least 30 days before the termination, the Owner will notify the CONTRACTOR in writing, specifying the effective termination date of the Agreement.

 - b. After receipt of the notice of termination, the CONTRACTOR shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Agreement:
 - (1) Stop all work;
 - (2) Place no further trade contracts or orders;
 - (4) Cancel all material and equipment orders as applicable; and
 - (5) Take any action that is necessary to protect and preserve all property related to this Agreement which is in the possession of the CONTRACTOR.

 - c. Within sixty (60) days of the date of the notice of termination, the CONTRACTOR shall submit a final termination settlement proposal to the Owner based upon costs up to the date of termination, reasonable profit on completed Work only, and reasonable demobilization costs. All costs submitted under an Owner Termination shall be actual, measurable and subject to audit. No reimbursement shall be made for home office labor or overhead in any case after the date the Agreement is terminated. If the Owner agrees to pay for demobilization labor costs, those costs shall be at ACTUAL cost of labor with no markup for profit, overhead, multipliers or any other markup allowed. If the CONTRACTOR fails to submit the proposal within the time allowed, the Owner may determine the amount due to the CONTRACTOR because of the termination and shall pay the determined amount to the CONTRACTOR. Such compensation shall be the CONTRACTOR's sole and exclusive remedy for termination.

- 3) If the Owner elects to terminate the Agreement, and provides the CONTRACTOR and the CONTRACTOR's surety, if any, thirty (30) days written notice, the Owner may, subject only to any prior rights of the surety, take possession of the Site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR; accept assignment of subcontracts pursuant to this Agreement; and finish the Work by whatever reasonable method the Owner may deem appropriate. The CONTRACTOR shall not be entitled to receive any further payment under this Agreement. In the event the costs for completing the Work exceed the unpaid balance of the Agreement Sum, the CONTRACTOR shall pay the difference to the Owner. This obligation for payment shall survive termination of this Agreement.

ARTICLE VII-- LIQUIDATED DAMAGES

1.) It is mutually agreed that time is of the essence in regard to completing the Scope of Work under 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	\$ 200
<input type="checkbox"/> Over \$250,000 but less than \$750,000	\$ 300
<input type="checkbox"/> \$750,000 but less than \$2,000,000	\$ 400
<input type="checkbox"/> Over \$2,000,000	\$ 500

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 VIII - PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Information as presented in the RFQ NO. 2020-001: Wastewater Pump Station Construction and Rehabilitation Contractor 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 XI - 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 XII - CONTRACT DOCUMENTS

The Contract Documents, as stated in the RFQ NO. 2020-001: Wastewater Pump Station Construction and Rehabilitation Contractor 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.) RFQ 2020-001 and RFQ Response
- 3.) Exhibits to this Agreement
- 4.) Addenda (Modification)
- 5.) Drawings and Specifications
- 6.) Instructions to CONTRACTORS
- 7.) Work Order to be Issued Based on Article III

ARTICLE XIII – WORK CHANGES

1) Owner Requested 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 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. The Owner's Engineer may order the CONTRACTOR to proceed with minor changes in the Work that do not provide for any adjustment to the Agreement Sum or schedule.

ARTICLE XIV – 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 their 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 XV –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 XVI – LICENSING

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

ARTICLE XVII – ASSIGNMENT

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

ARTICLE XVIII – 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 XIX – INSURANCE

The CONTRACTOR shall procure and maintain insurance requirements as stated in RFQ NO. 2020-001: Wastewater Pump Station Construction and Rehabilitation Contractor Services.

ARTICLE XX – GENERAL CONDITIONS

The CONTRACTOR shall comply with the General Information as stated in RFQ NO. 2020-001: Wastewater Pump Station Construction and Rehabilitation Contractor Services.

ARTICLE XXI -- GOVERNING LAW AND VENUE.

This Agreement shall be governed and construed under the laws of the State of Florida. Except for a suit in federal court, Seminole County, Florida shall be the proper place of venue for all suits to enforce this Agreement. Any legal proceeding arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Seminole County, Florida, or if appropriate, the United States District Court for the Middle District of Florida, Orlando Division. Notwithstanding any other provision of the Contract Documents, the Owner does not agree to, nor shall the parties, arbitrate in any matter whatsoever any issue arising out of this Agreement, the Contract Documents or the performance thereof. The Owner does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of this Agreement or the Contract Documents.

ARTICLE XXII --WAIVER OF JURY TRIAL.

The parties expressly waive the right to a jury trial for any claims or disputes arising out of, and in connection with, this Agreement and performance of the Work in accordance with the Contract Documents.

ARTICLE XXIII --NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement is intended to serve, nor should be construed, as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable; specifically SSNOCWTA .

ARTICLE XXIV --PUBLIC RECORDS ACT.

CONTRACTOR agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

- (a) CONTRACTOR and its subcontractors shall keep and maintain public records that ordinarily and necessarily would be required by the OWNER in order to perform the service;
- (b) CONTRACTOR and its subcontractors shall provide the public with access to such public records on the same terms and conditions that the OWNER would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- (c) CONTRACTOR and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law; and
- (d) CONTRACTOR and its subcontractors shall meet all requirements for retaining public records and transfer to the OWNER, at no cost, all public records in possession of the CONTRACTOR and its subcontractors upon termination of the Agreement and shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the OWNER in a format that is compatible with the information technology systems of the OWNER.

The parties agree that if the CONTRACTOR and its subcontractors fail to comply with a public records request, then the OWNER must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

ARTICLE XV-- WARRANTY.

The CONTRACTOR hereby warrants to the Owner that all materials and equipment furnished under the Agreement will be of good quality and new, and that the Work performed will be free from any and all defects and will be in conformity with the requirements of the Contract Documents. All Work not conforming to these requirements may be declared defective by the Owner. If requested, the CONTRACTOR shall furnish evidence to the satisfaction of the Owner or Owner's Engineer of the quality of the materials and equipment supplied. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law. Prior to Final Payment the CONTRACTOR shall procure and deliver to the Engineer all special warranties required by the Contract Documents.

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 _____ 2020.

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: RFQ NO. 2020-001: Wastewater Pump Station Construction and Rehabilitation Contractor 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 an 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 _____ 2020.

(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 _____ 2020, 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 _____ 2020, 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 RFQ NO.
2020-001: Wastewater Pump Station Construction and Rehabilitation Contractor 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 its 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 its 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", and

"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 RFQ NO. 2020-001: Wastewater Pump Station Construction and Rehabilitation Contractor 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 _____ 2020.

	(Principal) (Seal)
_____	By: _____
(Witness)	(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 _____ 2020,

between _____

(hereinafter called the "PRINCIPAL") and _____

WHEREAS, on the _____ day of _____ 2020, 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 RFQ NO. 2020-001: Wastewater Pump Station Construction and Rehabilitation Contractor 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