

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
BID NO. B7-20-03**



PREPARED FOR:

**Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera, FL 32940**

PREPARED BY:

Natural Resources Management Department Stormwater Utility Program

PARTIALLY FUNDED BY:

**Save Our Indian River Lagoon Sales Tax
&**

**The State of Florida's FY16/17 Legislature General Appropriations Act
Through FDEP Agreement No. LP0511A**

CONSTRUCTION DRAWINGS AND TECHNICAL SUPPLEMENTAL SPECIFICATIONS

PREPARED BY:

**Geosyntec Consultants, Inc.
Mead and Hunt, Inc.
Jones Edmunds and Associates, Inc.
Tetra Tech, Inc.**

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 - d. Basin 193
 - e. Basin 141
 - f. ~~Basin 115~~
 - g. Basin 10
 - h. Basin 100
 - i. Basin 1329
 - j. Basin 1298
 - k. Basin 1304

2. Testing Reports, Calculations, Permits (if available)

**BASEFLOW BASIN PROJECT(S)
BID #B-7-20-03**

**SECTION I
ADVERTISEMENT FOR BIDS**

**A Save Our Indian River Lagoon Sales Tax & State of Florida FY16/17 Legislature General
Appropriations Act Funded Project**

PROJECT:

This project consists of implementing ELEVEN distinct water quality improvement installation within Brevard County. Major items of work (outlined in Section IX) include the installation of an up-flow filter with associated piping and Biosorption Activated Media (BAM) material and backfill, BAM ditch bottom replacement and pond bank soil replacement.

INFORMATION OR CLARIFICATION:

For information concerning procedures for responding to this bid, contact Stephanie Reynolds, Purchasing Services at 321-617-7390 or by email at stephanie.reynolds@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at [Onvia DemandStar® website](#) and [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Stephanie Reynolds at stephanie.reynolds@brevardfl.gov. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids.

RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than November 26, 2019 @ 11:00 AM**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office.**

Bids shall be submitted in one original and two copy with the "Original" clearly marked. Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one (1) copy on paper, plus one (1) compact disc or flash drive.

***Note:** Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS,

etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. **Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITB closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.**

All bidders are hereby placed on notice that the County Commission and all staff (with the exception of the purchasing liaison) shall not be contacted about this bid. Public meetings are the only acceptable forums for the discussion of merits of products/services requested by the Invitation for Bid. Written correspondence in regards to bids may be submitted to the County Purchasing liaison at Brevard County Government Center, 2725 Judge Fran Jamieson Way, Building C, Suite 303, Viera, FL 32940 or to stephanie.reynolds@brevardfl.gov. Failure to adhere to these requirements could result in County Commission action to disqualify your firm from consideration of award.

Bids may be held by the Owner for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders prior to awarding the Contract and having the Bidders accept the Contract and execute all necessary documents. The Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Owner reserves the right to rebid the Contract or contract modifications in accordance with the provisions of the Contract Documents, or where the work has not been previously initiated, where the change increases the original Scope of Work and where the rebid process will not impact existing work by the awarded Contractor.

CathCart

**BASEFLOW BASIN PROJECT(S)
BID #B-7-20-03**

BIDDER'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered. All of the forms below are found in Section III of this document unless otherwise indicated below.

- Bid Proposal Form
- One original and one copy with an electronic copy on a CD or flash drive
- Bid Excel Price Sheet Electronic Copy on a CD or Flash Drive
- Trench Safety Act Compliance
- Minority Employment/EEO Form(s)
(For the bidding Contractor)
- Non-Collusion Affidavit of Prime Bidder
- Sworn Statement Pursuant to FL Statute Section 287.133(3)(a), *Public Entity Crimes*
- Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
- Bid Bond Form (on form provided)
- Contractor Affidavit Regarding Scrutinized Company List
- Confirmation of Drug Free Workplace Form

BASEFLOW BASIN PROJECT(S)
BID #B-7-20-03

SECTION II
INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- 1.1 Addendum: A written explanation, interpretation, modification, correction, addition, deletion, or modification, affecting the Contract Documents, including Drawings and Specifications issued by the Owner or the Owner's Engineer and distributed to prospective bidders prior to the bid opening.
- 1.2 Affidavit: The instrument which is to be signed by the Contractor and submitted to the Owner through the Owner's Engineer, upon completion of that job, showing that all bills have been paid. It shall also mean such instrument that may be requested by the Owner incident to partial payments.
- 1.3 Article: The prime subdivision of a section of these or any other referenced Specifications, Instructions to Bidders, Special Conditions, Supplemental Specifications, Technical Specifications, and General Conditions.
- 1.4 Bidder: An individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- 1.5 Bid Security or Bid Bond: The security designated in the Proposal to be furnished by the Bidder as guarantee that the Bidder will enter into the Contract for the work if the Bidder's proposal is accepted.
- 1.6 Calendar Day: Any day—including Saturdays, Sundays, and holidays—regardless of the weather conditions.
- 1.7 Contract Modification: A written modification to the Contractor, signed by the Owner authorizing an addition, deletion or revision in the work, or an adjustment in the Contract price, or the Contract time issued after execution of the Contract.
- 1.8 Contractor: The person whose Bid for constructing the Project is accepted by the Owner and who thereafter enters into a formal Contract with the Owner to furnish and complete the Project in accordance with the Contract Documents and in a good and workmanlike manner.
- 1.9 Contract Documents: The Contract Documents, sometimes referred to as the "Drawings and Specifications", shall mean and include the following:
 - a) Advertisement for Bids
 - b) Instructions to Bidders
 - c) Bid
 - d) Proposal
 - e) Bid Bond

- f) Contract
- g) Public Construction Payment Bond, Public Construction Performance Bond or letter of Credit
- h) General Conditions
- i) Special Conditions
- j) Supplemental Specifications
- k) Technical Specifications
- l) Addenda
- m) Drawings
- n) Certificate of Insurance
- o) Contract Modifications
- p) Warranties, Guarantees
- q) Signed written change orders
- r) Signed written task orders
- s) Signed construction cost directives
- t) Permits and Permit conditions
- u) Notice of Award
- v) Notice to Proceed

All of the above described contract documents comprise the entire Contract, whether or not the documents are maintained together as a single document.

- 1.10 County Commission: The Board of County Commissioners of Brevard County, Florida.
- 1.11 Change Order: Change Order: A written order signed by the Owner and Contractor and issued after execution of the Contract to the Contractor authorizing an addition, deletion, or revision in the work, or an adjustment in the Contract price or the Contract time. The term change order also includes any written order signed by the County Manager, within the scope of the monetary authority delegated to the Manager by the County Commission, and signed by the Engineer and Contractor. A change order may include matters such as incorrect information in the construction documents, unforeseen conditions, change of usage, added value of the project, or deletion of items or areas. All change orders must be approved by the Board of County Commissioners unless specific authority has been delegated to the County Manager or Department Director to authorize the work described in a change order prior to Board approval in circumstances where the change order complies with specific criteria approved by the Board.
- 1.12 Construction Change Directive: Written authorization prepared by the Owner and/or Project Engineer/Architect, signed by the Department, and the County Manager directing the addition, deletion, or revision in the Scope of Work.

- 1.13 Department: The Natural Resources Management Department of Brevard County, Florida.
- 1.14 Director: The Director of the Natural Resources Management Department of Brevard County, Florida, or designee.
- 1.15 Drawings: The official approved drawings or exact reproductions thereof which show the location, character, dimensions and details of the work to be done and which are to be considered as part of the Contract Documents, the same as though attached thereto.
- 1.16 Engineer: See "Owner's Engineer."
- 1.17 Equipment: The machinery and equipment, together with the necessary supplies for upkeep and maintenance, and including the tools and apparatus necessary for the proper construction and acceptable completion of the work.
- 1.18 Force Account Work: Work performed in addition to that set forth in the original Contract or contract modifications, and which is paid for on the basis of actual cost of materials and labor, plus a fixed percentage of such costs, as shown on a complete Change Order form.
- 1.19 Letter of Credit: An irrevocable guarantee of payment issued by a bank on behalf of the Contractor under which the bank agrees to pay the Owner those amounts necessary to properly complete the Project work, up to the dollar amount of the Contract, should the Contractor fail to fulfill its contractual commitment to the Owner.
- 1.20 Materials: Any substance proposed to be used in conjunction with the construction of any structure, facility or appurtenance, or of other work under the Contract.
- 1.21 Notices:
- a) Notice of Acceptance or Notice of Award: The official letter from the Owner advising the successful Bidder, that the Bidder has been awarded the Contract.
 - b) Notice to Proceed: The official letter from the Owner to the Contractor instructing the Contractor to commence work within the number of days specified in the Contract.
- 1.22 Owner: Brevard County, Florida, Board of County Commissioners, and their designee.
- 1.23 The Owner's Engineer: **Geosyntec Consultants, Inc.; Mead and Hunt, Inc.; Jones Edmunds and Associates, Inc., and Tetra Tech, Inc.** The Engineer is an agent of the Owner.
- 1.24 Permit Sketches: Schematics, maps, drawings and similar drawings attached to the permits for the project. The Contractor must comply with all permit conditions.

- 1.25 Person: The word "person" shall mean and include any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons".
- 1.26 Plans: See Drawings and see Permit Sketches.
- 1.27 Principal: When used in the Bid Bond, the word "Principal" means the same as the word "Bidder." When used in the Performance and Payment Bonds, the word "Principal" means the same as the word "Contractor."
- 1.28 Project: This project consists of implementing water quality improvement measures within Brevard County. Major items of work include removal of overburden and installation of Biosorption Activated Media (BAM) material and backfill in three different types of treatment system; an up-flow filter, ditch bottom replacement and bank pond soils replacement.
- 1.29 Pronouns: The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
- 1.30 Proposal: The offer of the Bidder for the work when completed and submitted on the prescribed proposal form, properly signed and guaranteed.
- 1.31 Proposal Form: The official form on which the Owner requires formal bids to be prepared and submitted.
- 1.32 Provided: As used in the Specifications or upon the Drawings, "provided" shall be understood to mean "provided complete in place," that is, "furnished and installed." Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that references to the Drawings and/or Specifications accompanying these documents are intended unless otherwise expressly stated.
- 1.33 Public Construction Performance and Payment Bond: The security instrument or instruments furnished by the Contractor and the Contractor's Surety as a guarantee that the Contractor will fulfill the terms of the Contract with the Owner for construction of the project in the time and manner prescribed in the Contract, Drawings, Specifications, and other Contract Documents. Said bonds shall be recorded by the Contractor upon execution of the contract by both parties.
- 1.34 Qualified: The best bidder who has the capability in all respects to fully perform the bid requirements, and has financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the Contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of bidder or its subcontractors' past performance for the County Commission, and any other information required by County Commission policies.
- 1.35 Resident Construction Monitor: An authorized representative or employee of the Owner assigned to the Project to make observations of the work performed by the Contractor.

- 1.36 Record/As-built Survey Drawing: A survey performed in accordance with the Florida Minimum Technical Standards as set forth in The Florida Administrative Code Chapter 5J-17.051 and 5J-17.052 (1) (a-d), and prepared by a licensed Florida Surveyor & Mapper. Said survey is defined as a survey performed to obtain horizontal and/or vertical dimensional data so that constructed improvements may be located and delineated.
- 1.37 Responsive: A bidder who has submitted a bid proposal, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of bid on required forms with all required information, signatures, and notarizations at the place and time specified.
- 1.38 Scope of the Work: Includes the Work, as the term is herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.
- 1.39 Specifications: The Instructions to Bidders, General Conditions, Special Conditions, Supplemental Specifications and such other documents as set forth in the Contract Documents.
- 1.40 Standard Specifications: Florida Department of Transportation – "Standard Specifications for Road and Bridge Construction," Latest Edition, except when superseded as otherwise noted.
- 1.41 State: State of Florida.
- 1.42 Subcontractor: A firm supplying labor, materials, supplies, equipment, services, and other incidentals used directly or indirectly by the Contractor or Subcontractors. Such person has contractual relations with the Contractor, but not with the Owner.
- 1.43 Substantial Completion: That point in the construction where all Essential Elements of the WORK are sufficiently complete in conformance with the Contract that the Owner has the beneficial use or occupancy of the Work for its intended purpose. At Substantial Completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational integrity and function of the facility must be capable of continuous use. Substantial Completion shall not be deemed to have occurred where 1) latent defects are revealed subsequent to use and occupation of the project by the OWNER or 2) where the scope of substantial defects in workmanship or materials are not readily observable or discoverable when use and occupancy of the project commenced.
- 1.44 Superintendent: The Contractor's authorized executive representative is responsible and in charge of the work at all times.
- 1.45 Surety: The corporate body which is bound by the Performance and Payment Bonds with and for the Contractor (who is primarily liable) and which engages to be responsible for the Contractor's acceptable performance of the work for which the Contract has been made and for the Contractor's prompt payment of all debts pertaining thereto.

- 1.46 Work: Shall mean all tasks, actions, as well as the use of all materials, equipment, machinery, tools, apparatus, transportation and labor reasonably, expressly or impliedly required to be furnished and/or performed by the Contractor in order to complete the Project in compliance with the terms of the Contract Documents, applicable permits, permit conditions,

2. OBLIGATION OF BIDDER TO BE INFORMED AS TO ALL CONDITIONS RELATING TO PROJECT

- 2.1 It is the responsibility of each Bidder, prior to submitting a bid to: (1) examine thoroughly all available Contract Documents and other related data identified in the Bidding Documents, including "technical data" referred to below; (2) visit the site to become familiar with and satisfied with the general, local and site conditions that may affect cost, progress, performance or furnishing of the work; (3) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work; (4) study and carefully correlate the Bidder's knowledge and observations with the Contract Documents and such other related data; 5) promptly notify the Owner's Engineer of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Contract Documents and such other related documents; and (6) be responsible for obtaining such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the work, or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by the Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 2.2 The Bidder may rely upon the general accuracy of the "technical data" contained in the reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by the Owner's Engineer in preparation of the Contract Documents but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.
- 2.3 The Bidder may rely upon the general accuracy of the "technical data" contained in those drawings of physical conditions that may or may not be available relating to existing surface and subsurface structures (except underground facilities) which are at or contiguous to the site that have been utilized by the Owner's Engineer in preparation of the Contract Documents, but not upon other data, interpretations, opinions or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.
- 2.4 Information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based upon information furnished to the Owner and the Owner's Engineer by owners of such underground facilities or others, and the Owner and the Owner's Engineer do not

assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in these documents.

- 2.5 For this specific project, the Owner hereby provides access to the County's right-of-way or utility and drainage easements for the purposes of visual observations and non-intrusive measurements. Entrance to any other property will need to be coordinated with the County.
- 2.6 Upon the Bidder's request, the Owner provides each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a bid. The Bidder must fill all holes, clean up, and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.
- 2.7 The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article 2, that, without exception, the bid is premised upon performing and furnishing the work required by the Contract Documents, and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that the Bidder has given the Owner's Engineer written notice of all conflicts, errors, ambiguities and discrepancies that the Bidder has discovered in the Contract Documents and the written resolutions thereof by the Owner's Engineer are acceptable to the Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.
- 2.8 A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Category Two bid threshold has been established by the State of Florida Statutes.

3. EXAMINATION OF CONTRACT DOCUMENTS

- 3.1 The Bidder shall carefully examine the Drawings and Specifications and other Contract Documents, and become thoroughly informed about any and all conditions and requirements, including the construction schedule, that may in any manner affect the work to be performed under the Contract. In case of discrepancy, the governing order of the documents shall be as described in Section VIII, Paragraph 2.2. Ignorance on the part of the Contractor will in no way relieve the Contractor of the obligations and responsibilities assumed under the Contract.

4. DISCREPANCIES

- 4.1 Should a Bidder find discrepancies, ambiguities in, or omissions from, the Drawings or Specifications, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify the Owner. If necessary, the Owner will address discrepancies brought to its attention in the form of an Addendum issued no later than five days prior to Bid opening day.

5. ADDENDA, MODIFICATIONS OR INTERPRETATIONS DURING BIDDING

- 5.1 No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. All such Modifications or interpretations will be made in writing in the form of an addendum and, if issued, will be posted on Vendorlink and Demanstar. Each prospective Bidder shall acknowledge receipt of such addenda in the space provided thereon in the proposal form. In case any Bidder fails to acknowledge receipt of such addenda or addendum, the bid will nevertheless be construed as though it had been received and acknowledged, and the submission of the bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Contract Documents and each Bidder will be bound by such addenda, whether or not received by the Bidder. It is the responsibility of each prospective Bidder to verify that the Bidder has received all addenda issued before bids are opened. Prior to execution of the Contract, the Bidder shall provide written documentation that the bid submitted encompasses all addenda issued by number.

6. FAMILIARITY WITH LAWS

- 6.1 The Bidder is required to be familiar with and should be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work. In addition, the Bidder shall be familiar with construction requirements for the grant for this project. The Contractor shall be liable to the Owner for any loss of agency funding or damages caused by the failure of the Contractor to adhere to such laws, ordinances, rules or regulations or conditions.

7. PREPARATION AND SUBMISSION OF BIDS

- 7.1 Pre-qualification of Bidders: The successful Bidder shall be subject to a pre-qualification process to be undertaken by Brevard County in accordance with Brevard County Policy BCC-28 and in Section II, Article 25.
- 7.2 Signature of the Bidder: The Bidder must sign the Proposal forms in the space provided for the signature. If the Bidder is an individual, the words "doing business as _____," or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated and evidence of authority to sign the Proposal must be submitted. The Bidder shall state in the Proposal the name and address of each person interested therein.
- 7.3 Basis for Bidding: The price bid for each Option shall be on a lump sum or unit price basis according to the form of the Proposal. The bid prices shall remain

unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.

- 7.4 Price Bid: The total price bid for the work shall be the sum of the lump sum prices bid. The individual unit prices in the Bid Form need not be multiplied by the appropriate quantities estimated by the Bidder to obtain the Lump Sum amount. Prices shall be stated in figures in the appropriate place on the Proposal Form. Lump Sum prices bid for each item will be expressed in both words and figures, and in the case of discrepancy between the two, the amount in words shall govern. In the event that there is a discrepancy on the Proposal Form due to unit price extension or additions, the corrected extensions and additions shall be used to determine the project bid amount along with the amount in words for the lump sum items.
- 7.5 Submission of Bids:
- a) Each bid must be submitted on the Proposal Form as furnished, together with a suitable bid security, herein described. The bid **MUST** be submitted as an original plus one (1) copy. An electronic copy (on USB thumb drive or CD/DVD) should be included with the submittal.
 - b) The above proposal and bid security must be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Bidder. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Suite 303, Viera, FL 32940, by special delivery, registered mail. Proposals will be received until the date and hour stated in the Advertisement for Bids.
 - c) The apparent low Bidder for each option must submit with the prequalification documents a list of the Bidder's major subcontractors together with the services they will supply and the value of their work on the form provided in Section IV. These subcontractors will be subject to review as to their competency by the Owner prior to award of Contract and shall be one of the considerations in determining the lowest qualified and responsive bidder as defined hereinafter. After award of Contract, no change in subcontractors shall be made unless approved by the Owner after a request for such a change has been submitted in writing by the Contractor which shall include the reasons for such request.
 - d) The Bidder must also submit with the bid the Minority Employment Information form provided in this document for his firm.
 - e) The apparent low Bidder(s) must also submit names for the superintendent in charge of day-to-day field operations for the project, along the required personnel training certificates listed on the Prequalification Documents Checklist.
 - f) The County Commission supports diversity in all contracting opportunities. A list of certified small and minority owned firms may be obtained by

contacting the State of Florida Office of Supplier Diversity at (850) 487-0915.

8. DISQUALIFICATION OF BIDDERS

- 8.1 One bid: Only one bid from an individual firm, partnership or corporation under the same or under different names for each Option will be considered. If it is believed that a Bidder is interested in more than one proposal for the work involved, all Bids in which such a Bidder is interested will be rejected.
- 8.2 Collusion Among Bidders: If there is evidence that collusion exists among the Bidders, the Bids of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future Bids for the same work.

9. BID SECURITY

- 9.1 Bid Security shall in the form of either (1) a cashier's check or certified check made payable to the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, (2) a Bid Security Bond in the form set forth in Attachment A, in the amount not less than five percent (5%) of the proposed amount. **If submitting a Bid Bond, vendor MUST utilize the form provided in the bid package. Any alternative bid form will deem vendor as non-responsive.** Any submitted certified check or cashier's check shall be drawn on a solvent bank or trust company approved by the COUNTY, made payable to BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS. Personal checks or company checks will not be accepted. The Bid Security Bond shall be issued by a surety company duly authorized by the Florida Department of Insurance to conduct business in Florida, listed on the U.S. Treasury List, rated A+, or higher, by the latest A.M. Best Insurance Guide, and otherwise acceptable to the COUNTY.
- 9.2 Bid security in the amount of five percent (5%) of the proposed amount, which is to become the property of the County in the event the contract is not executed, as liquidated damages for the delay and additional work caused the County.
- 9.3 If the Bidder is a partnership, the Bond shall be signed by each of the individuals who are partners; if a corporation, the Bond shall be signed in the correct corporate name by a duly authorized officer, agent, attorney-in-fact. The Bid Security Bond shall be issued or countersigned by a local procuring agent who is a resident of the State of Florida. Satisfactory evidence of the execution authority of the person or persons executing the Bid Security Bond shall be submitted with the Bond. The Bid Bond shall be executed by the Bidder as principal.
- 9.4 The Bid Security is given as a guarantee that the Bidder will enter into a Contract and provide all required documents, as requested, if awarded the Scope of Services. Failure or refusal of the successful BIDDER to execute the Contract within ten (10) days after the Bidder has received Notice of Award of the Contract, or furnish the required insurance certificates will result in Successful Bidder forfeiting the full amount of the Bid Security and the County retaining the Bid Security not as a penalty, but as liquidated damages.

10. POWER OF ATTORNEY

- 10.1 Attorneys-in-Fact, who sign Bid Bonds or Contract Bonds, must file with such bonds a certified copy of their Power of Attorney to sign said Bonds.

11. BID SECURITY FORFEITED

- 11.1 Failure to execute a Contract and provide acceptable documents as provided herein within five days after a written Notice of Award has been given shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the Owner. Award will then be made to the next lowest qualified and responsive Bidder, or all bids may be rejected, or the Owner may take such other action as it deems appropriate.

12. WITHDRAWAL OF BID

- 12.1 Bids may be withdrawn prior to the time scheduled in the Advertisement for Bids for the bid opening. After bid opening, a bid may not be withdrawn for a period of ninety (90) days, and afterwards a bid may be withdrawn only if the Bidder has not been notified that the bid has been accepted.

13. MODIFICATION OF BIDS

- 13.1 Written bid modification will be accepted from Bidders if addressed to the Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Building C, Third Floor, Viera, FL 32940, and received prior to opening of formal bids.

14. OPENING OF BIDS

- 14.1 Bid opening shall be public on the date and time specified. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Part. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1)(b) 2, the bid will be publicly opened and read aloud. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. Attendance by Bidders or their authorized agent is not necessary but it is highly encouraged.

15. CONSIDERATION OF BIDS

- 15.1 For the purpose of award, after the bids are opened and read, the correct summation of the lump sum prices will be considered the bid. Until the final award of the Contract, the right will be reserved to reject any and all bids and to waive technical errors and irregularities as may be deemed best for the interest of the Owner.
- 15.2 TIE BIDS: Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with Florida law, which allows a firm certified as a Drug-Free

Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

- a) For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
- b) Should a tie still exist, in the case of proposals only, priority shall be given to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
- c) In the event that a tie still exists after progressing through a-c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

16. RIGHT TO ACCEPT OR REJECT BIDS

- 16.1 Bids, which contain modifications, that are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instructions to Bidders and the Contract Documents, may be rejected at the option of the Owner. The Owner is not bound to accept the minimum bid stated herein, but reserves the right to accept any bid, which, in the judgment of the Owner, will best serve the needs and interest of the Owner.

17. AWARD OF CONTRACT

- 17.1 The Owner reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the work contemplated. The Owner reserves the right, prior to award of Contract, to delete from the scope of the project any item or any combination of items, the aggregate bid prices for which do not exceed twenty-five (25) percent of the total bid price for the project.
- 17.2 If a Bidder to whom a Contract is awarded forfeits the bid security and the award of the Contract is annulled, the Owner may then award the Contract to the next lowest qualified and responsive Bidder, or all bids may be rejected, or the work may be re-advertise, as the Owner decides.
- 17.3 The Contract will be awarded to a lowest qualified, responsive Bidder complying with the applicable conditions of the Contract Documents, except as noted in Paragraph 16.1 of this Section.

17.4 The Owner also reserves the right to reject the Proposal of a Bidder who has previously failed to perform properly or to complete Contracts of a similar nature on time.

17.5 Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a) Posting of Award Notices

(1) FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid/quote opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

b) Proceedings

(1) Any bidder or quoter, who is allegedly aggrieved in connection with the solicitation or pending award of a contract, must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

(2) The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

(3) Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting with the protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user agency is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee will record the meeting and provide any information as the committee may request. The purpose of the meeting of the protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

(4) In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via County Commission Agenda. The County Manager, prior to approval and placement on the County Commission agenda, may elect to resolve the matter before presentation to the County Commission. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c) Stay of Procurements during Protests

(1) Failure to observe any or all of the above procedures shall constitute a waiver of the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made without delay in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

18. EXECUTION OF CONTRACT

18.1 A Bidder to whom a Contract is awarded will be required to execute the prescribed Contract, in four (4) counterparts, and submit one original Performance and Payment Bond or letter of Credit within three (3) calendar days from the date of Notice of Award and deliver the executed Contract to the Owner.

19. PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BONDS

19.1 Simultaneously with the Bidder's delivery of the executed Contract to the Owner, a Bidder to whom a Contract has been awarded in an amount of \$100,000 or more, shall supply the Owner an executed Public Construction Performance Bond and a Public Construction Payment Bond or other substitute surety Authorized by the Board. Public Construction Performance Bond and Public Construction Payment Bond shall be submitted on the forms provided in the Contract Documents, each in an amount of one-hundred percent (100%) of the total amount of the accepted contract price, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. The Public Construction Performance and the Public Construction Payment Bond shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida. The Attorney-in-Fact, or other officer who signs said bonds for a surety company, must file with the bond a certified copy of the Power-of-Authority authorizing the signator to do so.

- 19.2 A letter of Credit, assignment of a Certificate of Deposit, or Cash shall be permitted in lieu of a surety-insured bond for construction projects on public buildings or public work projects when the contract price exceeds \$100,000. Any such substitute surety shall contain a provision to the effect that such surety shall reimburse the Board for all costs, including attorney's fees and expert witness fees, sustained by the Board because of the Contractor's default, or incurred by the Board in enforcing a surety's obligation to the Board. Substitute sureties must conform to the following standards:
- a) All letters of credit and accompanying performance sureties shall be in the form prescribed and approved by the County Attorney and Risk Management. All letters of credit shall be issued by a federally or state chartered bank or savings and loan association doing business in Brevard County, Florida, and shall provide the following:
 - (1) A date of expiration at least twelve (12) months beyond completion of the project;
 - (2) A business office in Brevard County, Florida at which drafts against the letter of credit may be presented.

In lieu of the bond or letter of credit required by this Article, a contractor may file with the Owner an alternative form of security in the form of cash, a money order, a certified check, a cashier's check in an amount equal to 100% of the contract price. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond set forth in the bond forms provided in the Contract Documents.

- 19.3 Within three days of execution of the project contract, by both parties, the Contractor shall provide to the Owner a letter of Credit or a copy of the Public Construction Performance Bond and the Public Construction Payment Bond that has been officially recorded in the office of the Clerk of the Circuit and County Court, and shall provide a copy of same to each and every subcontractor and supplier approved for the project, and notify them of deadlines to make claims under said bonds.
- 19.4 The Public Construction Performance Bond shall remain in force from the date of the notice to proceed until twelve (12) months after the date of final acceptance of the work.
- 19.5 The Public Construction Payment Bond and the Public Construction Performance Bond, the Letter of Credit or any other surety shall be increased every time the Contractor is awarded a Change Order or Change Directive that increases the original contract price.
- 19.6 The Public Construction Performance Bond shall also indemnify the Owner, and any successor to the Owner, against losses resulting from latent defects in materials or improper performance of work under the Contract, which may appear or be discovered after completion of the work. The Bidder shall indemnify the Owner against all losses, damages, expenses and attorney fees, including

appellate proceedings that the Owner sustains because of the default by the principal under the Contract.

- 19.7 The Board reserves the right at any time to require a surety payment and performance bond to be posted if it determines that any exemption of bond surety provided for herein is or becomes inadequate or insufficient, or if the Contractor fails to comply with its obligations to suppliers, materialmen, subcontractors or the Board.
- 19.8 For projects less than \$100,000, a Public Construction Performance Bond and the Public Construction Payment Bond shall not be required however, the following provisions shall apply:
- a) A document notifying all subcontractors and suppliers that the Contractor has not executed said bonds shall be posted in a conspicuous place at the construction site or location where materials or supplies are to be delivered.

All provisions under Section VII, Article 33 - Partial and Final Payments as identified in the Specifications and Contract Documents shall be adhered to regardless of whether the bonds are required or not.

20. QUALIFICATION OF SURETIES

- 20.1 General: The following requirements shall be met by all surety companies furnishing bonds required by this document.
- 20.2 Qualifications: As to companies being rated acceptable:
- a) The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.
- b) The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (Latest Revision) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
- c) All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.
- 20.3 Limitations: Bonding Limits or Bonding Capacity refers to the limit or amount of Bond acceptable on any one risk.
- a) The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).

20.4 Requirements:

- a) Policyholder's surplus is required to be 10 times the amount of any one bond.

21. INTERPRETATION OF ESTIMATED QUANTITIES

- 21.1 In the case of unit price items, the quantities of work to be done and materials to be furnished under this Contract, given in the Bid Pricing Form, are to be considered as approximate only and not guaranteed, and are to be used solely for the comparison of Bids received. For each unit of work contained in the Bid Pricing Form, the Owner reserves the right to require greater or fewer units of work to be performed than the quantities listed and to revise the scope by adding or deleting items. The Owner and the Owner's Engineer does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of the character, location or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual work performed in accordance with the Drawings and other Contract Documents.

22. SUBSTITUTIONS AND EQUIVALENTS

- 22.1 When certain items of equipment, devices and/or materials are specified and/or described as the product of a particular manufacturer together with any required additional information such as model number, size or catalog number, the specification is intended to establish the type, function, appearance, and quality required. Unless the item is followed by words such as: 'no like', 'no-equivalent or no-equal', or 'no substitution is permitted'; other items of material or equipment may be used in the Base Bid if they meet the same type, function, appearance, and quality set forth in the specification. Suitability of substitutions will be at the discretion of the Owner and Engineer.
- 22.2 The Owner or Project Engineer will not discuss, approve or disapprove any alternate equipment and/or materials before the Bid proposals are opened.
- 22.3 The Bidder must judge whether substitutions or equivalent equipment, devices or material is of comparable character and quality to those specified in the Contract Documents. The cost of modifications in related work and/or additional drawings which may be required to illustrate or define substitutions or equivalent equipment, devices, or material and its relation to the other parts of portions of the work shall be paid by the Contractor.
- 22.4 Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered 'request for substitutions', and must be submitted for review by the Engineer. Any costs associated with the review and acceptance or non-acceptance of the substitute item or method will be the Contractor's responsibility. The Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

- 22.5 Substitute items shall not increase the cost to the Owner and shall conform to the detailed requirements of the item named in the Contract documents.

23. ORAL STATEMENTS

- 23.1 No oral statement of any person whatsoever shall in any matter or degrees modify or otherwise affect the terms of the Contract Documents.

24. PRE-QUALIFICATION OF AWARDED CONSTRUCTION BIDDER

- 24.1 Brevard County Code Chapter 2, Article VII, and Policy BCC-28 "Pre-Qualification of Construction Bidders Prior to Award and Contractor/Subcontractor Evaluations" require the Contractor and specified Subcontractors to submit documents which will demonstrate that the present organization and prior work experience is of adequate size and development to maintain responsible control of the project and to schedule, coordinate and perform the work in an expeditious manner in accordance with the Contract Documents. These documents will provide evidence of adequate project experience, quality workmanship, adherence to project schedule, financial soundness, depth of corporate commitment, ability to provide payment and performance bonds, safety performance, and any other pertinent data obtained from reference checks that is determined by staff, and identified below, to be a measure of the Contractor/Subcontractors qualifications. This information will be relied upon and investigated by the Owner in determining whether the Bidder is the best responsible and most qualified Bidder, and that its subcontractors are qualified to perform the Work of the Contract. In the event the Bidder is qualified but one of Bidder's subcontractors is not, the Bidder shall have three (3) business days to submit the qualification documents with a substituted subcontractor without any change in the original bid amount.

- 24.2 The Contractor must submit the following pre-qualification documentation:

- a) Contractor's Qualification Statement - AIA Document A305, 1986 Edition on the form provided in Section IV.
- b) Most current financial statement (less than one year old. All financial information is confidential and not subject to disclosure under the Public Records Act.
- c) Resumes of the Contractor's key personnel, including Project Manager and Superintendent, showing job history, education related to work performed and any license, training, and experience related to the work, which that individual will perform.
- d) Items (a) and (c) above must also be completed for the major subcontractors listed on the bid.
- e) List of suppliers on the form provided in Section IV.
- f) List of all subcontractors and items and value of their work to be performed by subcontractors on the form provided in Section IV.

- g) References obtained from individuals or businesses with which the Contractor or subcontractor has performed work or conducted business.
- h) Copies of all Contractor licenses and certifications including certificates for Traffic Control and FDEP Florida Stormwater Erosion and Sediment Control Inspector.
- i) Pursuant to County Policy BCC-25, the County will not enter into or renew a contract for good or services with a vendor/contractor that is not enrolled in E-verify. If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into a contract .

24.3 The following subcontractor qualifications may be are required:

- a) If requested by the Owner, Subcontractors must be capable of providing 100% Payment and 100% Performance Bonds and provide written documentation from the Surety Company documenting this ability.
- b) Subcontractors must provide proof of a minimum of three (3) years' experience in the trade for which they are being contracted.

24.4 If the apparent low bidder cannot provide adequate documents for review, or the submitted documents give indications of a nonstable or unqualified company, the Contractor will be recommended by staff for bid rejection and the apparent second low bidder will be contacted This process will continue until the lowest responsive, qualified bidder is established. In the event the Bidder is qualified but one of Bidder's subcontractor's is not, the Bidder shall have three (3) business days to submit the qualification documents of a substitute subcontractor without any change in the original bid amount.

24.5 The Owner will consider, in determining the qualifications of a Bidder, or a Bidder's subcontractors, the Contractor's and subcontractor's record in the performance of any contracts for construction work with the Owner or with similar public or private bodies or corporations. The Owner expressly reserves the right to reject the bid and/or subcontractor of any Bidder if such record discloses that such Bidder, in the opinion of the Owner, is not the best or most qualified Bidder or that Bidder and/or subcontractor has not properly performed its contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations, subcontractors, materialmen, suppliers, or employees.

24.6 The Owner may make such investigation as they deemed necessary to determine the responsibility, qualifications and ability of the Bidder and/or its subcontractor to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder and/or

**BASEFLOW BASIN PROJECT(S)
BID #B-7-20-03**

**SECTION III
BID PROPOSAL AND RELATED FORMS**

Bid Pricing Form(s) located in Section IX, Appendix 1. Bidders must also print out a hard copy of the completed Price Sheet, sign where indicated, and submit with bid. DO NOT MODIFY OR REISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

BID PROPOSAL FORM

BASEFLOW BASIN PROJECT(S)

BID NO. B-7-20-03

Submitted: 12.4, 2019

BASIN 62(51)	Price: \$	<u>151,690</u>	
BASIN 832	Price: \$	<u>269,650</u>	ALT <u>314,650</u>
BASIN 2134	Price: \$	<u>161,300</u>	
BASIN 193	Price: \$	<u>159,210</u>	
BASIN 141	Price: \$	<u>143,920</u>	
BASIN 115	Price: \$	<u>158,522</u>	
BASIN 10	Price: \$	<u>100,116</u>	
BASIN 100	Price: \$	<u>141,457</u>	
BASIN 1329	Price: \$	<u>155,113</u>	
BASIN 1298	Price: \$	<u>94,000</u>	
BASIN 1304	Price: \$	<u>96,000</u>	

Board of County Commissioners
c/o Purchasing Services
2725 Judge Fran Jamieson Way,
Suite C-303
Viera, FL 32940

Contractor's Name and Address:

Cathcart Construction Company-Florida LLC

25164 Connection Point
Orlando, FL 32765

County Commissioners:

The duly licensed construction-contracting firm has completed all required proposal and bid documents and has prepared this proposal for submission on this date for further consideration by the County Commission.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein of the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that the Bidder has examined the site of the work and that from personal knowledge and experience, or that the Bidder has made sufficient test holes and/or other subsurface investigations to be fully satisfied that such site is a correct and suitable one for this work and the Bidder assumes full responsibility therefore; that the Drawings and Specifications for the work have been examined and from the Bidders own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and the Bidder has examined the other Contractual Documents relating thereto, including the Advertisement for Bids, Instructions to Bidders, Bid Proposal and

Related Forms, Bid Security or Bid Bond, Contractor Prequalification Policy and Forms, Contract and Related Forms, Contract Bonds, General Conditions, Special Conditions, Supplemental Specifications, Plans, Drawings, and Permit Sketches, and has read all addenda prior to the opening of bids, and that the Bidder has been fully satisfied, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder, having acknowledged that he has received, read and understood all Addenda issued by the Owner regarding this bid, specifically lists the Addenda numbers and date of issuance below:

Addendum No. <u>1</u>	Dated: <u>10-30-2019</u>
Addendum No. <u>2</u>	Dated: <u>11-20-2019</u>
Addendum No. <u>3</u>	Dated: <u>11.25.19</u>
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Board of County Commissioners of Brevard County, Florida, (Owner) in the form of contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in a manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the work not being completed within the time limit stated in the Contract Form.

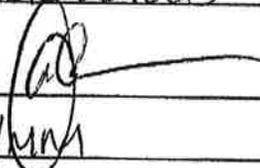
The Bidder further agrees to execute a Contract and furnish satisfactory Public Construction Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the Contract price, and a Certificate of Insurance showing coverage in accordance with Contract requirements within three(3) days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on the Contractor's part to execute the said Contract, Public Construction Performance and Payment Bonds, and Insurance Certificate within three (3) days after the award of the Contract, the cashier's check or Bid Bond accompanying the bid and the money payable thereon shall be paid to the Owner as liquidated damages sustained by the Owner; otherwise, the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Public Construction Performance and Payment Bonds and Insurance Certificate are filed.

The Bidder further agrees that, within three (3) days of execution of the project contract, by both parties, the Bidder shall provide to the Owner, a copy of the Public Construction Performance Bond and the Public Construction Payment Bond that has been officially recorded in the office of the Clerk of the Circuit and County Court, and shall provide a copy of same to each and every subcontractor and supplier approved for the project, and notify them of deadlines to make claims under said bonds.

The undersigned agrees to accept in full compensation therefore the total of the contract price for the lump sum prices named in the following schedule. Absent a Change Order, there shall be no increase in the lump sum payment. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor in the event of a Change Order, based on changes approved by the Owner.

Name of Bidder: Cathcart Construction Company-Florida LLC

Bidder's Contractor's License No.: CGC 051005 - CUC 057230

Signature of Authorized Officer: 

Title: John Cathcart, CEO/owner

Business Address: 2504 Connection Point

City: Oviedo State: FL Zip: 327105

Business Phone No.: (407) 629-2900

Business Fax No. (321) 203-4900

Name and Address of Surety or Sureties who will sign Bonds:

Performance Bond United Fire & Casualty Company
PO BOX 73909
Cedar Rapids, IA 52407-3909

Payment Bond United Fire + Casualty Company
PO BOX 73909
Cedar Rapids, IA 52407-3909

TRENCH SAFETY ACT COMPLIANCE

1. The bidder acknowledges the existence of the Florida Trench Safety Act (hereinafter called the "Act") and the requirements established therein.
2. The bidder further acknowledges that the Act established the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project.
3. The bidder will comply with all applicable trench safety standards, during all phases of the work, if awarded the contract, and will ensure that all subcontractors will also comply with the Act.
4. The bidder will consider the geotechnical information available from the Owner, if any, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The bidder acknowledges that the Owner is not obligated to provide such information, that Bidder is not to rely solely on such information if provided, and that Bidder is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.
5. The bidder acknowledges that included in the Total Price in the Bid Form are costs for complying with the Florida Trench Safety Act which is in effect as of October 1, 1990. The undersigned further identifies the costs to be \$ 10 per Lineal Foot.
6. The amount in Item 5 herein includes the following Trench Safety Compliance Methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

Trench Safety Compliance Method	Unit (LF,SY)	Estimated Quantify	Unit Cost	Extended Cost
A. <u>SLOPE NO/SHORING</u>	<u>LS</u>	<u>1</u>	<u>1000</u>	<u>1000</u>
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____

7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the Owner or its representatives have evaluated or determined that the above costs are adequate to comply with the

applicable trench safety requirements, nor does it in any way relieve the undersigned of his sole responsibility for complying with all applicable safety requirements.

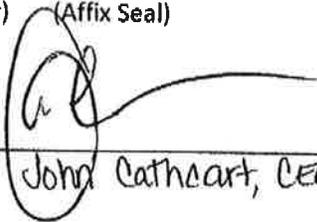
Attached hereto is a cashier's check on the N/A

Bank of N/A or a Bid Bond for the sum of 5% GAB Dollars (\$ _____), made payable to

Brevard County Board of County Commissioners, Brevard County, Florida.

Cathcart Construction Company-Florida LLC L.S.

(Name of Bidder) (Affix Seal)



John Cathcart, CEO/MM L.S.
(Title of Officer)

Address: 2584 Connection Point

City: Oviedo State: Florida 32765

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

DAVE CATHCART
MATT BLANTON
JOHN CATHCART

Cathcart Construction Company-Florida LLC
2584 Connection Point
Oviedo, FL 32765

Name of the executive who will give personal attention to the work:

MATT BLANTON

An attached list of any utilized sub-contractors is also required.

MINORITY EMPLOYMENT INFORMATION
BASEFLOW BASIN PROJECT(S)
BID NO. B-7-20-03

The Board of County Commissioners requires construction contractors, who would otherwise be required to file an EEO Form 1 Report (Standard Form 100) under federal law, to submit an EEO Form 1 Report with the submission of their bid for County projects. Federal law currently requires that the Standard Form 100 must be filed by:

(A) All private employers who are: (1) subject to Title VII of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) with 100 or more employees, excluding State and local governments, primary and secondary school systems, institutions of high education, Indian tribes, and tax-exempt private membership clubs other than labor organizations; OR (2) subject to Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All Federal contractors (private employers) who: (1) are not exempt as provided for by 41 CFR 60-1.5, (2) have 50 or more employees, AND (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; (b) serve as a depository of Government funds in any amount, or (c) is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Notes.

This requirement extends to any of your subcontractors who are required to submit the EEO Form 1 Report under federal law as outlined above.

Failure to submit the EEO Form 1 Report or the following statement with your bid may be reason to declare your bid as "non-responsive" to the bid requirements. However, the information will be used for statistical purposes only and will not be used in any way as a basis for award of the bid.

Please fill out and sign one (1) of the following statements:

1. My company or subcontractor(s) are required to submit EEO Form 1 Report, they are attached.

_____ n/a _____ n/a _____ n/a
(Company Name) (Date) (Signature)

2. My company or subcontractor(s) are not required to submit the EEO Form 1 Report.

Cathcart Construction Company-Florida LLC 12.4.13 _____
(Company Name) (Date) (Signature) Company

Name: Cathcart Construction Company-Florida LLC

Company Address: 2504 Connection Point, Oviedo, FL 32765

Company Telephone/Fax Numbers: 407-629-2900 321-203-4900

Signature: _____ Printed Signature: John Cathcart, CEO/MM

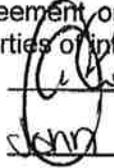
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
BASEFLOW BASIN PROJECT(S)
BID NO. B-7-20-03

State of Florida

County of Deminor

John Cathcart, being duly sworn, deposes and says that:

- (1) He is CEO/MM of Cathcart Construction Company-Florida LLC, the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Brevard County, Florida, or any person interested in the Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of this agents, representatives, Owners, employees, or parties of interest, including affiant.



(Signature)
John Cathcart, CEO/MM

(Title)

Subscribed and sworn to before me this 2nd day of December, 2019.

John Cathcart is personally known to me and/or produced identification _____ (type).



Notary Public

My Commission expires 12/14/2020 Commissioner # GG055070



Amanda Guertin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG055070
Expires 12/14/2020

PUBLIC ENTITY CRIME AFFIDAVIT

STATE OF Florida

COUNTY OF Seminole

BEFORE ME, the undersigned authority, personally appeared John Cathcart, who, being by me first duly sworn, made the following statement:

1. The Business address of Cathcart Construction Company-Florida LLC is 2504 Connection Poi
Duval, FL 32205
2. My relationship to Cathcart Construction Company-Florida LLC is CEO/MD/SEC.
3. I understand that public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or conviction" is defined by the statute to mean a finding of guilt or an adjudication of guilt, in any federal or state trial court of record relating to charges brought my indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The

name of the convicted person or affiliate is _____ A copy of the order of the
Division of administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Sworn to and subscribed before me in the state and county first mentioned above on the 2nd day of
December, 2019.

AG (affix seal)
Notary Public

My commission expires: 12/14/2020



Amanda Guertin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG055070
Expires 12/14/2020

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

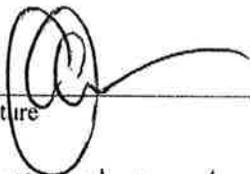
- 1) The prospective contractor of the Recipient BREVARD COUNTY, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency.
- 2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Contractor:

Cathcart Construction Company-Florida LLC

By: _____

Signature



JOHN T. CATHCART, CEO

Recipient's Name

John Cathcart, CEO/MM
Name and Title

Division Contract Number

25141 Connection Point
Street Address

Orlando, FL 32765
City, State, Zip

12-2-2019
Date

Bid No. B-7-20-03, Baseflow Basin Projects

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

Cathcart Construction Company - Florida, LLC

(CONTRACTOR)

2564 Connection Point

(PRINCIPAL CONTRACTOR ADDRESS)

Oviedo, FL 32765

(PRINCIPAL CONTRACTOR ADDRESS 2)

(407) 629-2900

(TELEPHONE NUMBER)

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

United Fire & Casualty Company

(SURETY)

PO Box 73909

(SURETY ADDRESS)

Cedar Rapids, IA 52407-3909

(SURETY ADDRESS 2)

(319) 399-5700

(TELEPHONE NUMBER)

13021

(AM BEST, NAIC, OR FEIN NUMBER)

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of IA and authorized to do business in the State of Florida;

are held and firmly bound unto the Brevard Board of County Commissioners, (hereinafter called "Obligee"), in the penal sum of

Five Percent of Amount Bid _____ Dollars and no cents (\$ 5% _____).

good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that,

WHEREAS the Principal has submitted a bid to the Obligee on a contract for the construction in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Obligee of the stated penal sum hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures and seal this 26th day of November 2019, all pursuant to due authorization.

Cathcart Construction Company - Florida, LLC
Principal

(Seal)

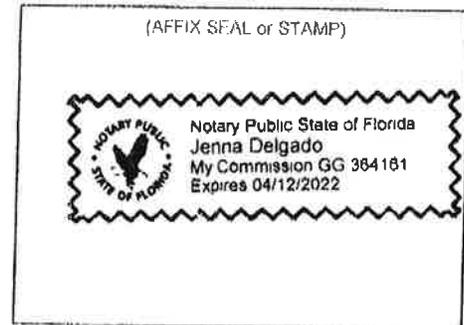
By _____
Surety United Fire & Casualty Company

By Lisa Roseland
As Attorney-in-Fact (Attach Power of Attorney)
& FL Licensed Resident Agent, Lisa Roseland
STATE OF Florida)
COUNTY OF Orange) S.S.

I, Jenna Delgado, a Notary Public in and for the State and County aforesaid, do hereby certify that Lisa Roseland, and N/A, whose names are signed to the foregoing bond, this day personally appeared before me in my State and County aforesaid and acknowledged the same. Given under my hand and seal this 26th day of November, 2019.

Jenna Delgado
NAME OF NOTARY PUBLIC (PRINTED)
Jenna Delgado FL
SIGNATURE OF NOTARY PUBLIC STATE
GG 364161
COMMISSION NUMBER

MY COMMISSION EXPIRES: 04/12/2022



KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, LISA ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of October, 2013

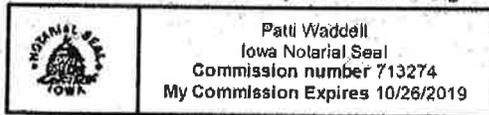


UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss:

On 11th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
Notary Public
My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 20th day of November, 2019.



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Seminole

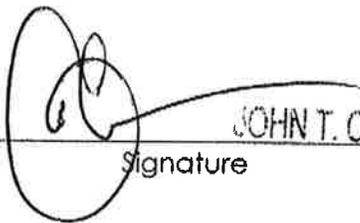
BEFORE ME, the undersigned authority, personally appeared

John Cathcart, who, being by me first duly sworn, made the following statement:

1. The Business address of Cathcart Construction Company-Florida LLC (name of Contractor) is 8564 Connection Point, Oviedo, FL 32765
2. My relationship to Cathcart Construction Company-Florida LLC (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president). CEO/MM.
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a

company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Cathcart Construction Company-Florida LLC (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Cathcart Construction Company-Florida LLC (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Cathcart Construction Company-Florida LLC (name of Contractor) is not engaged in business operations in Cuba or Syria.



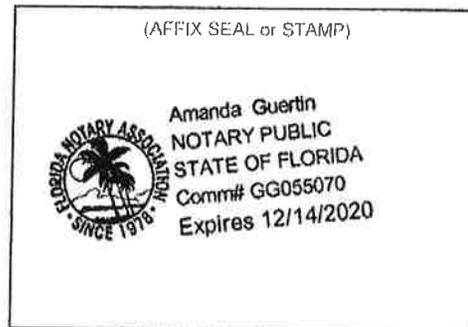
Signature JOHN T. CATHCART, CEO

Sworn to and subscribed before me in the state and county first mentioned above on the 8th day of December, 2019.



Notary Public

My commission expires: 12/14/2020



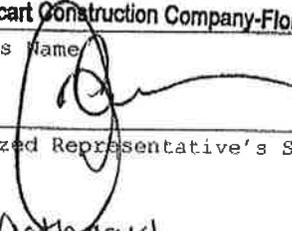
BASEFLOW BASIN PROJECT
B7-20-03
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received 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. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that 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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Cathcart Construction Company-Florida LLC
Business Name


Authorized Representative's Signature

John Cathcart
Name

B-7-20-03 Baseflow Basin projects
Bid Number and Name

12-2-2019
Date

CEO/MM
Position

**FORM - Contractor's Qualification Statement
(AIA Document A305)
(Complete and Submit with Bid)**

(next page)



AIA Document A305™ - 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: *Brevard County Board of County Commissioners*

ADDRESS: *2125 Judge Fran Jamieson Way
Viera, Florida 32940*

SUBMITTED BY: *Catheart Construction Company - Florida, LLC.*

NAME: *John Catheart*

ADDRESS: *2504 Connection Point
Onedo, FL 32765*

PRINCIPAL OFFICE:

Corporation

Partnership

Individual

Joint Venture

Other

LLC.

NAME OF PROJECT (if applicable): *Basinlow Basin Project(s)*

TYPE OF WORK (tile separate form for each Classification of Work):

General Construction

HVAC

Electrical

Plumbing

Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? *28 years*

§ 1.2 How many years has your organization been in business under its present business name? *5 years.*

§ 1.2.1 Under what other or former names has your organization operated?

Catheart Contracting Company.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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User Notes:

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: 1991 and then 2014 conversion to LLC.

§ 1.3.2 State of incorporation: Florida

§ 1.3.3 President's name: Matt Blanton

§ 1.3.4 Vice-president's name(s)

N/A

§ 1.3.5 Secretary's name: John Cotncart

§ 1.3.6 Treasurer's name: David Cotncart

§ 1.4 If your organization is a partnership, answer the following: N/A

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable): N/A

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following: N/A

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner: N/A

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

Cotncart was originally formed in 1991 as a Corporation. It became an LLC in 2014.

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

State of Florida General Contractor; CGC 051005

State of Florida Underground Utility + Excavation; CUC 057230

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

State of Florida Secretary of State

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Utilities, Concrete, Storm, excavation + roadwork.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it? NO.

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? NO.

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? Yes. See attached litigation statement.

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

NO.

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See attached.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See attached.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

See attached.

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See attached bio.

§ 4. REFERENCES

§ 4.1 Trade References:

City of Orlando
City of Altamonte Springs
City of Longwood.

§ 4.2 Bank References:

Chase Bank
Seacoast Bank

§ 4.3 Surety:

CAT Financial.

§ 4.3.1 Name of bonding company:

United Fire & Casualty Company

§ 4.3.2 Name and address of agent:

Florida Surety Bonds, Inc.
420 N. Wymore Road, Suite 200
Nashland, FL 32751
(407) 786-7770

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Attached.
Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

ATTACHED

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof: ON AUDIT LETTER ATTACHED

§ 5.1.3 Is the attached financial statement for the identical organization named on page one? YES.

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction? YES.

§ 6. SIGNATURE

§ 6.1 Dated at this 2nd day of December, 2017.

Name of

Cathcart Construction Company-Florida LLC

Organization: By:



Title:

John Cathcart, CEO/SEC/ MM

(Paragraphs deleted)

LITIGATION

Cathcart vs Gulf Mechanical Corp

Cathcart sued GMC in 2016 for roughly \$600,000 for non payment on a VA center project. The collection was made and suit dismissed.

CATHCART HAS BEEN SUED IN NOV. 2019 BY MOTORIST INVOLVED IN A CAR CRASH.

CATHCART'S INSURANCE CO IS HANDLING THIS MATTER.



Cathcart Construction Company
- Florida, LLC -

Project Name	Owner	Contact	Project Value	Project Description
Wetherbee Road Phase II	Orange County Highway Construction Division 4200 S. John Young Parkway Orlando, FL 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	\$ 8,845,000.00	This project involves construction of a 1.7 mile four-lane urban divided highway with 8,883 LF of storm water drainage system including drainage structures and three retention ponds. Also included is 9,275 LF of force main construction and removal, abandonment and grouting of existing force mains.
South Longwood Septic Abatement Phase 1	City of Longwood 155 W. Warren Avenue Longwood, FL 32750	Richard Kornbluh 407-263-2388 rkornbluh@longwoodfl.org	\$ 6,072,622.00	Installation of over 17,000 LF of gravity sewer, 1500 LF of Force Main. Abatement of over 230 Septic Tanks, waterline adjustments, storm water pipe installation, complete roadway replacement.
Eastern Regional Reclaimed Water Distribution System, Phase II Contract 1B	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Robert Rutter, PE 407-246-2573 robert.rutter@cityoforlando.net	\$ 5,206,568.00	Installation of 16000 LF of 42" reclaimed water main, including jack and bore crossings.
CR 54 Utility System Improvements	Chastain-Skillman, Inc 6250 Hazeltime National Dr. Suite C116 Orlando, FL 32822	Mark Addison PE 863-298-4100	\$ 5,074,864.00	This project included 24" water lines, sewer lines, and re-use lines approximately 6 miles long. 4500 LF Horizontal Directional Drilling 24" HDPE
Thacker Avenue Widening Phase II	City of Kissimmee 101 North Church Street Kissimmee, FL 34741	John Tulak 407-518-2175 jtulak@kissimmee.org	\$ 4,664,000.00	1.4 Mile Multi-lane Urban Road widening with large diameter ERCP and RCP 58x91 and 72"
Downtown Revitalization Project Phase 1	City of St. Cloud 1800 9th Street St. Cloud, FL 34769	Kevin Feiblinger 407.957.7344 kfeiblinger@stcloud.org	\$ 4,404,187.00	Complete Street Scope of New York Avenue: Water, Storm, Electrical, landscape, hardscapes, pavers, bricks and lighting
SR 520 Reclaimed and Force Main	Quentin L. Hampton Associates, Inc. PO Drawer 290247, 4401 Eastport Parkway Port Orange, FL	David King, PE (386)761-6810 david.king@meadhunt.com	\$ 4,388,705.00	28,000 lf 20" DIP with 4200 lf 20" PPVC Horizontal Direction Drilling
Fairview Shores North Area, #2895	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Robert Rutter, PE 407-246-2573 robert.rutter@cityoforlando.net	\$ 4,316,035.00	This project included water lines, sewer lines, deep excavations, roadway reconstruction and extensive maintenance of traffic.
Eastern Regional Reclaimed Water Distribution System, Contract 3	Baldwin Park Development Company 420. S. Orange Avenue Orlando, FL 32801	Robert Rutter, PE 407-246-2573 robert.rutter@cityoforlando.net	\$ 4,388,706.00	Installation of 17680 lf of 24" reclaimed water main, including directional drilling and jack and bore crossings. 2370 lf of 24" PPVC Directional Drilling
Martin Luther King Boulevard Jr, Phase 2	City of Kissimmee 101 North Church Street Kissimmee, FL 34741	John Tulak 407-518-2175 jtulak@kissimmee.org	\$ 4,241,426.00	Project consists of approximately .5 miles of local roadways including storm and utility improvements.
Reclaimed Water Distribution System Expansion, Service to Baldwin Park	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Robert Rutter, PE 407-246-2573 robert.rutter@cityoforlando.net	\$ 3,914,041.00	Installed reclaimed water main to Baldwin Park approximately 4 miles long. Jack and Bore under Curry Ford Road. 1250 LF 24" PPVC under pond on OUC ROW
Maitland Boulevard Off-Ramp	City of Maitland 1827 Fannal Street Maitland, FL 32751	Joe Oriolo 407-467-1911	\$ 3,777,598.00	Reconstruction of SR 414 off-ramp including roadway construction, 344 LF guardrail, storm drainage, signalization, lighting, landscaping and multiuse trail.
Lake Clinch/Lake Reedy Drainage Connection	Chastain-Skillman, Inc 8402 Laurel Fair Circle, Suite 105 Tampa, FL 33610-7313	Steven A. Dutch, PE 813-621-9229	\$ 3,382,900.00	This project involves construction of storm drains along easements and right-of-ways. Construction also includes: approximately 2,500 linear feet of 72-inch of storm sewer, 22 drainage structures with catch basins and inlets, box culverts, retaining walls, 7,300 SY sod and 50 LF of guardrails.
Northwest Water Reclamation Facility Rapid Infiltration Basin Recharge System Expansion	Orange County Utilities 9150 Curry Ford Road Orlando, FL 32825	Bill Hank 407-254-9786	\$ 3,382,862.00	Expansion of a rapid infiltration basin to include site work, grading, excavation of the infiltration basin area, construction of piping of reuse water from the facility to the basins, electrical and flow control system, concrete walls, pavement sections and flow attenuation devices such as diffusers.
South Longwood Septic Abatement Phase 2	City of Longwood 155 W. Warren Avenue Longwood, FL 32750	Richard Kornbluh 407-263-2388 rkornbluh@longwoodfl.org	\$ 3,050,877.00	Installation of over 10,500 LF of gravity sewer, 3500 LF of 18" Force Main. Abatement of over 129 Septic Tanks, waterline adjustments, storm water pipe installation, complete roadway replacement, 2780 LF of CIPP 8" Gravity Sewer, CIPP lining of 39 Sanitary Services, 2 Lift Stations.
Reclaimed Retrofit Phase II - Alauqa Lakes	Seminole County Environmental Services Dept. 500 W. Lake Mary Blvd, Sanford, FL 32773	Dennis Westrock, PE 407-885-2040	\$ 2,999,000.00	37,000 LF of horizontal directional drilling of HDPE 4" - 20", 515 retrofit water meters, 520 reclaimed water meters, 340 LF of jack and bore, 920 LF of 20" DIP
Phase II-B West Road Reconstruction	City of St. Cloud 1300 9th Street St. Cloud, FL 34769	Mark Luthle 407-957-7279	\$ 2,891,030.00	This project included water pipes, sewer pipes, roads, storm drainage, earthwork and structures. This was in downtown St. Cloud and involved extensive traffic maintenance and coordination with existing utility companies.
Upper Legacy Trail	FDOT District 1 PO Box 1249 Bartow, FL 33831-1249	Doug McClintock (863) 662-9119	\$ 2,636,753.90	Installation of 270 LF Bridge (concrete deck), 4 Double barrel box culverts (8'x6') and 2.5 miles of pedestrian and equestrian trails.

Tuscawilla Beautification and Lighting District	City of Winter Springs 890 Northern Way, E-1 Winter Springs, FL 32708	Bill Starmer, Architect 407-977-1080	\$ 2,300,000.00	This project was a landscape and beautification project that involved road work, extensive landscaping and irrigation, extensive brick walls and fountain construction.
Utility Infrastructure & Site Restoration - Spring Oaks East Phase 1	City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, FL 32701	Trey Sisk 407-571-8082 TSisk@Altamonte.org	\$ 2,182,815.00	Removal and replacement of over 5,000 LF of water mains. Removal and replacement of over 15,000 SY of concrete driveways and sidewalks. Removal and replacement of sanitary sewer. Traffic calming, brick road entry enhancements and decorative signage throughout neighborhood. CIPP Lining of 1500 LF of 8" Gravity Sewer
Festival Drive Corridor Improvements	City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, FL 32701	Trey Sisk 407-571-8082 TSisk@Altamonte.org	\$ 2,065,946.55	Decorative improvements to the Festival Drive Corridor including street lighting, drainage improvements, decorative signage, decorative sidewalk, brick intersection enhancements, brick and deco ideas walks, milling and resurfacing.
Spring Oaks West Phase 2	City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, FL 32701	Trey Sisk 407-571-8082 TSisk@Altamonte.org	\$ 2,062,053.00	Removal and replacement of over 5,400 LF of water mains. Removal and replacement of over 12,000 SY of concrete driveways and sidewalks. Traffic calming, brick road entry enhancements and decorative signage throughout neighborhood. CIPP Lining of 1800 LF of Gravity Sewer
Kissimmee Trail-City Ditch Segments 1A & 1B	City of Kissimmee 101 North Church Street Kissimmee, FL 34741	John Tulak 407-518-2175 jtulak@kissimmee.org	\$ 1,911,911.00	Construction of asphalt multi use trail with a 160' steel pedestrian bridge, 11,808 sq sod, 2,470 lf type b fencing
Club II-Regional Stormwater Facility	Seminole County Environmental Services Dept. 500 W. Lake Mary Blvd, Sanford, FL 32773	Karla Mays 352-494-0589	\$ 1,880,471.00	Construction consists of stormwater facility improvements including permanent erosion control (60,654 sq of sod, check dams, rip rap rubble), 10,627 lf of type b fence and drainage improvements
Cargo Road Roadway Improvements-OOCEA 907A	Orange County Expressway Authority	Jose Luyando @ A2 Group, Inc.	\$ 1,878,243.00	Project consists of drainage, grubbing, extensive road work, construction of inlets, installation of 837 lf guardrail, 641 type b and 4,227 type a fencing and landscaping.
Contract IIA-Raw Water Transmission Main	City of Titusville 555 S. Washington Avenue Titusville, Florida 32796	Jesus Vielro 321-383-5815 Jesus.vielro@titusville.com	\$ 1,698,572.91	22,000 LF of Raw Water main, 5640 LF of FPVC Direct Bury and 340 LF of FPVC Directional Drilling
Russo Retrofit Phase 3	City of Winter Garden 300 W. Plant Street Winter Garden, FL 34787	Jon Williams Asst. City Manager jwilliams@cwgd.com	\$ 1,649,916.00	Installing a retrofit reclaimed water system in Stonybrook West
Central Winds Park Roadway Enhancements	City of Winter Springs 890 Northern Way, E-1 Winter Springs, FL 32708	Brian Fields, P.E. 407-327-7597 bfields@winter springsfl.org	\$ 1,576,019.00	This project included construction of new and improvement to existing roadway. To include utilities, drainage, lighting, landscape, irrigation, decorative pavers, decorative fencing, decorative wall and a round-a-bout
Cady Way Trail Phase II Construction of Trail and Bridges	Orange County 4200 South John Young Parkway Orlando, FL 32839	Julie Naditz, PE 407 836-7949 julie.naditz@ocfl.net	\$ 1,576,019.00	This project included construction of bike trail in Orange County between the Seminole County Line and Cady Way, 13,466 sq sod/landscaping.
Baldwin Park-Unit 5 Subdivision Improvements	Baldwin Park Development Company 420. S. Orange Avenue Orlando, FL 32801	John Classe 407-208-7232	\$ 1,500,000.00	This project included raw land subdivision improvements requiring clearing, grubbing, road work, water lines, sewer lines, earthwork and drainage.
Burch's Quarters Community Development Project	Orange County 4200 South John Young Parkway Orlando, FL 32839	Julie Naditz, PE 407 836-7949 julie.naditz@ocfl.net	\$ 1,420,379.00	Construction includes roadway construction, paving, drainage and utility improvements.
International Drive 6-Landing	PBS&I 482 South Keller Road, Orlando, FL 32801	Dave Bowden 407-832-9177	\$ 1,400,000.00	This project included extensive utility relocation, clearing road work, heavy maintenance of traffic, water lines, sewer lines, drainage and earthwork. This work was in front of the convention center.
West Crown Point Road	John Cathcart 1056 Wills Springs Road Winter Springs, FL 32708	John Cathcart 407-341-6465	\$ 1,400,000.00	This project was a roadway extension job requiring clearing, grubbing, road work, water lines, sewer lines, drainage and earthwork.
M-1 Canal Utility Improvement	City of West Melbourne 2285 Minton Road West Melbourne, FL 32904	Kelth Mills 321- 837-7777 kmills@westmelbour ne.org	\$ 1,350,000.00	11,000 lf of water main from 8"-16", 30" jack and bore. 1481 lf of 18" FPV3 Directional Drilling
E Votaw Road at Thompson Road Intersection Improvements	Orange County 4200 South John Young Parkway Orlando, FL 32839	Julie Naditz, PE 407 836-7949 julie.naditz@ocfl.net	\$ 1,300,000.00	Intersection Improvement Project with large diameter RCP drainage (54"-72")
Main Library Basement Underdrain Project	Orange County Library Dist. 101 East Central Blvd. Orlando, FL 32801	Steve Powell 407-835-7635 powell.steve@ocls.info	\$ 1,244,408.00	Installation of over 1100 LF of underdrain in the basement of the Orange County Main Library in Downtown Orlando. Work was completed after library hours with all electric excavators and compaction equipment. Including restoration of the basement, flooring, plumbing and electrical.
Orlando Utilities Commission Access Pads, Roads & Storage Construction	Orlando Utilities Commission 3800 Gardenia Avenue Orlando, FL 32802	Dan Slack 407 434 4125 DSlack@ouc.com	\$ 1,201,407.18	Installation of Steel Bridge, access roads and tower pads for OUC Electrical Transmission upgrades. Included 84" and 66" Reinforced Concrete Pipe culvert crossings.

Delegated Grace Avenue and Haines City Trail	Florida DOT Bartow Operations Project Oversite 1	Tim Dewitz 519-4111 863-272-4915	863- C	\$ 1,113,000.00	MSE Wall, Trail Construction, Paving and Drainage
Humphries Avenue Improvement	Baldwin Park Development Company 420 S. Orange Avenue Orlando, FL 32801	John Classe 407-206-7292		\$ 1,003,949.00	This project included storm water pipe and structures, road work and maintenance of traffic
Sand Lake Hills and Orange Tree Country Club Pump Station & Gravity Main Improvements	Orange County Utilities 9150 Curry Ford Road Orlando, FL 32825	Herb Collado 254-9900	407-	\$ 1,000,237.00	The work consists of rehabilitation of two existing duplex pump stations, gravity and force mains and manholes. Also included are odor control system, by pass piping, fencing, landscaping, driveways and water services and wet wells, valve vaults and corrosion proof lining.
FDOT Highway 192 Reconstruction in Kissimmee (CCC Is sub to Middlesex)	The Middlesex Corp 10801 Cosmonaut Blvd Orlando, FL 32824	Middlesex Telephone: 407-206- 0077		\$ 1,096,086.00	This project included drainage and utilities reconstruction.
FDOT Haines City Trail	Florida DOT Bartow Operations Project Oversite 1	Tim Dewitz 519-4111 863-272-4915	863- C	\$ 1,048,000.00	MSE Walls, Sheet piling, gravity walls, pedestrian trail and drainage
Shadow Bay Storm Drainage Pipe	City of Kissimmee 101 North Church Street Kissimmee, FL 34741	Ken Barrett 407-518-2170		\$ 1,000,000.00	This project converted a flood control canal into a large diameter storm pipe. It involved clearing, grubbing, earthwork, drainage, and 23,450 sq sod/grassing.
Eustis- City Wide Traffic Calming	Florida DOT 1495 Thomas Avenue Leesburg, FL 34748	Karen Madrid 352-326-7736		\$ 980,000.00	This project was done in the downtown areas of Eustis. It involved rebuilding the roads and drainage in the area. Traffic maintenance was critical for this project.
Sanitary Sewer Collection System Improvements LS 2 Service Area	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Kristina Fries		\$ 901,723.00	Installation of 24" Sanitary Sewer Main, Jack n Bore. CIPP Lining of 2000 LF of 10 cast sanitary sewer main and brim lateral linings.
Executive Airport Water Main	Orlando Utilities Commission 3800 Gardenia Avenue Orlando, FL 32802	Brad Jewell 407-649-4418		\$ 900,000.00	This project constructed a water main that goes under highway 50 in downtown Orlando to the Herndon Airport.
Wetherbee Road Duct Bank	Orlando Utilities Commission 3800 Gardenia Avenue Orlando, FL 32802	Eva Reyes 737-4276	407-	\$ 854,495.00	This project included the installation of (11) manholes and 6,570 lf of a duct line system and directional bore.
Spring to Spring Trail Phase II Rebid Lake Monroe Trail	Volusia County Leisure Services 123 West Indiana Avenue Doland, FL 32720-4262	James Yates 386-736-2700		\$ 846,987.00	This project constructed a trail between two parks.
Westmoreland	City of Orlando 1010 Woods Avenue Orlando, FL 32805	Howard Elkin, PE 407-246-2289 howard.elkin@cityoforlando.net		\$ 838,115.00	Fast Track project to upgrade 17 intersections on Westmoreland to include Removal and Replacement of brick pavers and new storm drainage
Bermuda Estates Capital Drainage Project	City of Kissimmee 101 North Church Street Kissimmee, FL 34741	John Tulak 407-518-2175 jtulak@kissimmee.org		\$ 799,575.00	This project included replacing an existing storm water control ditch with a large diameter RCP, erosion control (7,354 sq sod)
Lake of the Woods Drainage Wells	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Charles Conklin 246-3184 Charles.Conklin@cityoforlando.net	407-	\$ 730,000.00	This project reconstructed existing drain well systems in Downtown Orlando for flood control. De-mucking Lake of the Woods was a change order to this job.
Hemple Avenue Water Transmission Main	Orange County Utilities 9150 Curry Ford Road Orlando, FL 32825	Charlyn Watts 321-436-0822		\$ 719,000.00	This project involved installation of a water transmission main.
Rehab Lift Stations #3104, 3106, 3121 and 3139	Orange County Utilities 9150 Curry Ford Road Orlando, FL 32825	Charlyn Watts 321-436-0822		\$ 700,000.00	This project involved reconstruction of four sewer lift stations in areas surrounded by existing structures.
Hillsborough County Water Resource Services Large Diameter Force Main Valve Installation	Hillsborough County 925 E. Twiggs Street Tampa, FL 33602	Lloyd Horton 813-977-6005		\$ 681,000.00	Valve installation/insertion on active large diameter wastewater force main.
Lift Station 85 & 248 Emergency Repair	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Charles Conklin 246-3184	407-	\$ 641,982.08	Pump Station Valve Retrofit and 30" Forcemain replacement.
Sea World Master Pump Station Manhole Rehabilitation	Orange County Utilities 9150 Curry Ford Road Orlando, FL 32825	James Montalvo 506-2120	407-	\$ 628,000.00	Bypass over 3.5 million gallons of raw sewage. Completely rehabilitate 3-8-12' Diameter Manholes.
Jamestown Sanitary Sewer Project	Seminole County BOCC 334 West Lake Mary Blvd. Sanford, FL 32773	Michelle Cahill 407-665-2387		\$ 604,000.00	Installation of a gravity sewer system and a lift station to transmit the collected wastewater to Seminole County's existing wastewater force main.

Lake Lily Improvements	City of Maitland 1827 Fennel Street Maitland, FL 32751	Anthony Laffin 407-467-1911	\$ 600,000.00	This project installed a CDS unit underneath Maitland Avenue at the intersection of highway 17-92. It also included a beautification project and street reconstruction.
Lakemont Emergency Storm Sewer	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Paul Nethercutt 321-229-0294	\$ 579,347.00	This project is a rapid response contract with the City of Orlando and involves improvements to the Lakemont Storm Sewer System
436 Wakiva	Florida DOT 133 South Semoran Blvd Orlando, FL 32807	Stephen Bass, FDOT407 832-1354	\$ 586,158.00	This project reconstruction of the Wakiva River at SR 436
Choney Highlands Paving and Drainage	Orange County 4200 South John Young Parkway Orlando, FL 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	\$ 570,000.00	This project was a CDBG project where the neighborhood Choney Highlands was rebuilt. This involved extensive utility conflicts and relocations, storm drainage, roadway construction and heavy traffic control issues.
Sanitary Sewer Lift Stations 1 and 2	Hartman and Associates 201 East Pine Street, Suite 1000 Orlando, FL 32801	John Toomey 407-839-3955	\$ 550,000.00	This project involved construction of two sanitary sewer lift stations and backup power. This project was done in low areas near a lake.
Elm Drive Lift Station Replacement	City of Casselberry 95 Triplet Lake Drive Casselberry, FL 32707	Edward Alan Amblar, PE, LEED AP 407-262-7725 x 1236	\$ 550,000.00	This project involved construction of a sanitary sewer lift station.
Midway Paving and Drainage Improvements	WBQ Design and Engineering, Inc 201 North Magnolia Ave suite 200, Orlando, FL 32801	George Hack 407-839-4500	\$ 530,000.00	This project was a CDBG project where Midway was rebuilt. This involved a lot of utility conflicts and relocations, storm drainage, roadway construction and heavy traffic control issues.
Lake Conway Park Water Distribution	Orange County Utilities 9150 Curry Ford Road Orlando, FL 32825	Tony Campbell, Inspector 407-947-9602	\$ 528,447.00	This project included installation of 6,700 LF of 8 and 6 inch-PVC water mains, (6) fire hydrants and appurtenances in Lake Conway Park.
Long Pond Road Water Main	Seminole County 520 West Lake Mary Blvd Sanford, FL 32773	407-665-6510	\$ 524,348.00	Water main installation
Stoneybrook Subdivision Wall Improvements	Orange County 400 East South Street Orlando, FL 32801	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	\$ 519,950.00	Removal of 990 LF of concrete block wall and replace with 14' high scenic sound wall.
Intersection Improvements at SR 50 and John Young Parkway	Orange County 4200 South John Young Parkway Orlando, FL 32839	Mike Wehrfritz 407-836-7884	\$ 490,000.00	This project widened the intersection at SR 50 and John Young Parkway. All of the work had to be done at night. It included reconstructing the roads, building turn lanes, signalization and heavy maintenance of traffic.
Hazel Street Drainage Improvements	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Charles Conklin 407-246-3184	\$ 420,000.00	This project installed a CDS drainage filter in downtown Orlando near Florida Hospital. It was 40' deep and involved utility relocation and protection of existing buildings that surrounded the site.
Dunwoody Emergency Storm Water Project	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Chad Clevenger, PE 407-246-3315	\$ 413,000.00	Install +/- 100LF of 84" RCP and 80LF of 58x91" ERCP to replace a failing storm water line that was close to encroaching and engulfing buildings.
Plantation Estates Lift Station Improvements #3223	Orange County 4200 South John Young Parkway Orlando, FL 32839	Charlyn Watts 321-436-0822	\$ 380,000.00	This project reconstructed sewer lift station #3223 in Plantation Estates.
Nashville Avenue Pond Restoration	Orange County 4200 South John Young Parkway Orlando, FL 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	\$ 375,485.00	This project involved reconstructing a drainage pond that connected to the drain well.
Wildwood Area Road Network Pond C Underdrain & Slurry Trench	Orange County 4200 South John Young Parkway Orlando, FL 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	\$ 359,241.00	Installation of 900 LF of bentonite slurry wall for retention pond containment, stormwater catch basins and piping, underdrains, grading and restoration
Emergency Avondale Drainage Well Replacement	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Sophia Smith	\$ 349,944.00	Replacement of a 12" Drinwell and installation of 48" RCP and Storm water filtration system.
Lake Island/Lake Killarney Interconnect	City of Winter Park 401 Oak Avenue South Winter Park, FL 32789-4386	Don Marcotto 407 599-3233	\$ 330,000.00	This project involved construction of storm water piping connecting Lake Killarney with the Winter Park sinkhole under highway 17-92 in Winter Park.
Goddard Avenue Drainage Well Replacement and Abandonment	Orange County 4200 South John Young Parkway Orlando, FL 32839	Maricela Torres 407-836-7875	\$ 325,726.00	Abandon one existing drain well, drilling and construction of replacement drainage well, geophysical logging and flow testing of replacement well, construction of various storm drainage pipes, structures, installation of pre-cast storm water treatment unit and connection of existing storm drainage systems.
SR 52B Force Main Replacement	Orange County 4200 South John Young Parkway Orlando, FL 32839	Brad Bell 407-836-7276	\$ 320,000.00	This project involved replacement of the wastewater force main

Condor Road, Central Blvd and Church Street Paving and Drainage	Orange County 4200 South John Young Parkway Orlando, FL 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	\$ 320,000.00	This project was a CDBG project where Condor Road, Central Blvd, and Church Street were rebuilt. This involved extensive utility conflicts and relocations, storm drainage, roadway construction and heavy traffic control issues.
North Orange Avenue Emergency Sanitary Sewer	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Peter Holzer, PE 407-246-3312	\$ 308,000.00	Emergency removal and replacement of failed sanitary sewer on Orange Avenue. Including: Sewer by-pass, new sanitary lines, CIPP lined sanitary sewer & roadway replacement.
Altamonte Springs Parking lot at City Hall	City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, FL 32701	George Graves 407-571-8335	\$ 280,000.00	This project involved removing and replacing the existing parking lot at the city hall of Altamonte Springs.
Golfway Blvd 42-inch RWM Emergency Repair	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Robert Rutter, PE 407-246-2573 robert.rutter@cityoforlando.net	\$ 293,216.00	Repair of 42" Reclaim water main at a depth of 18' in major intersection
Pershing Avenue Harbour Canal Pollutant Removal Structure	Orange County 4200 South John Young Parkway Orlando, FL 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	\$ 274,110.00	This project included constructing a drain well for flood control.
Yucatan Drive Drainwell Replacement	Orange County 4200 South John Young Parkway Orlando, FL 32839	Dave Kincaid 321-229-8211	\$ 266,000.00	This project involved the replacement of an existing drainwell.
Iron Bridge Manhole Replacement Project	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Steven Frey 321-229-0280	\$ 260,000.00	Replace deteriorated sanitary manhole 22' in depth at the City of Orlando's Iron Bridge Treatment Plant.
Spring Hill Park Phase II	Volusia County Leisure Services 123 West Indiana Avenue Deland, FL 32720-4262	James Yates 386-736-2700	\$ 260,000.00	This project involved park construction in Deland.
South Apopka 13th Street Extension	Orange County 4200 South John Young Parkway Orlando, FL 32839	John Workman 407-836-7998	\$ 260,000.00	This project was a CDBG project where 13th street was rebuilt. This involved extensive utility conflicts and relocations, storm drainage, roadway crossing and reconstruction and heavy traffic control issues.
Deltona Woods Raw Water Main	Volusia County Leisure Services 123 West Indiana Avenue Deland, FL 32720-4262	Wayne Williamson 386-943-7027	\$ 257,300.00	This project constructed a raw water main and pump.
Bonnie Lou/Little Lake Barton Drainwell Replacement	Orange County 4200 South John Young Parkway Orlando, FL 32839	Oscar Bermudez 407-836-7839	\$ 249,000.00	This project involved the replacement of drainwells and the abandonment of existing drainwells.
Van Ness Street Drainage Well Replacement and Abandonment	Orange County 4200 South John Young Parkway Orlando, FL 32839	Maricela Torres 407-836-7875	\$ 242,045.13	Abandon one existing drain well, drilling and construction of replacement drainage well, geophysical logging and flow testing of replacement well, construction of various storm drainage pipes, structures, installation of pre-cast storm water treatment unit and connection of existing storm drainage systems.
Lake Standish Heights Water Main Improvements	Orange County Utilities 9150 Curry Ford Road Orlando, FL 32825	Tony Campbell, Inspector 407-947-9602	\$ 240,000.00	This project constructed a water main in Apopka.
SR 50 Improvements at US 27	Florida DOT 1405 Thomas Avenue Leesburg, FL 34748		\$ 240,000.00	This project involved drainage, retaining walls, manholes and sidewalks. This was FDOT's first ever CIG2000 project.
Lake Anna Drainage Improvements	Seminole County 520 West Lake Mary Blvd Sanford, FL 32773	Al Tehrani 407-644-1898	\$ 220,000.00	This project involved drainage improvements near Lake Howell. It included clearing, grubbing, drainage, asphalt, maintenance of traffic, 488 if guardrails and wall reconstruction.
Colonialtown Neighborhood Center Playground	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Mike Meltzer 407-246-3183	\$ 215,440.00	This project consists of the demolition of the existing facility, site grading; procurement and placement of sidewalks, playground equipment, playground surface areas, picnic tables, benches, ornamental fencing, sail shade structure, horseshoe court, drinkin fountain, trash receptacles etc.
Fiske Blvd Drainage Improvements	Florida DOT 555 Camp Road Cocoa, FL 32927	Jim Connelly 321-634-6592	\$ 210,000.00	This project involved de-silting, rebuilding drainage culverts, headwalls and rip rap construction in Brevard County.
Lake Mann Drainwell Replacement	Orange County 4200 South John Young Parkway Orlando, FL 32839	Oscar Bermudez 407-836-7839	\$ 200,000.00	This project involved the replacement and abandonment of existing drainwells.
Orange County Parkign Restorations-Term Contract	Orange County 2010 East Michigan Street Orlando, FL 32806	Don Mullen 407-836-7481	\$ 200,000.00	This project was a continuing maintenance contract.
Tilden Road Drainage Improvements	Orange County 4200 South John Young Parkway Orlando, FL 32839	Julie Naditz, PE 407-836-7949 julie.naditz@ocfl.net	\$ 190,000.00	This project involved storm water piping, under drains and fences.

Gravity Sewer Along CR 19a	City of Eustis	Terry Zodka CPH Engineers 407-425-0452	\$ 180,000.00	This project involved construction of a gravity sewer along CR 19a in Eustis. A portion of the work involved jack and bore.
Keystone Drive Drain Wells Replacement (CCC was sub for Henderson Wilder)	Orange County 4200 South John Young Parkway Orlando, FL 32839	Maricello Tomez	\$ 177,133.00	This project included drainage
Little Lake Conway Baffle Box Improvements Project	Orange County 400 East South Street Orlando, FL 32801	John Schmidt 407-836-5647	\$ 173,513.00	Installation of Stormwater filtration system.
Heather Glen and University Blvd Intersection Improvements	Orange County 4200 South John Young Parkway Orlando, FL 32839	Mike Wehrfritz 407-836-7884	\$ 160,000.00	This project reconstructed hazardous turn lane situations at University Blvd & Rouse Road. This work had to be constructed within a narrow window of time when a school was closed for Christmas.
Kewannoe Trail Watermain	Seminole County 520 West Lake Mary Blvd Sanford, FL 32773	Environmental Services, Seminola County	\$ 154,000.00	Water main installation
Hermits Trail Roadway Improvements	City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, FL 32701	George Graves 407- 571-8395	\$ 150,000.00	This project involved clearing, grubbing, sheet piling, concrete road pavement, curb, asphalt and drainage.
Fort Smith Boulevard	Volusia County Leisure Services 123 West Indlans Avenue Deland, FL 32720-4262	Henry Thomas 986-736-9567	\$ 150,000.00	This project included adding turn lanes to Fort Smith Road.
Princeton Street Traffic Calming	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	James Salter 321-229-0282	\$ 150,000.00	This project in College Park involved reconstructing two intersections of Princeton Street, the addition of brick pavers and constructing crosswalks.
Installation of Two CDS Drainage Filters	City of Crystal River 123 Northwest Highway 19 Crystal River, FL 32629	David Locke 352-795-6149	\$ 150,000.00	This project involved the installation of two CDS filters. Water control in spring fed work locations was a problem on the job site.
Hickorynut Lake Drainage Improvements	Orange County 4200 South John Young Parkway Orlando, FL 32839	Julie Naditz, PE 407- 836-7949 julie.naditz@ocfl.net	\$ 150,000.00	This project was demolition of existing drainage piping and installation of a box culvert under SR 545. This involved extensive maintenance of traffic.
Tilden Road- Replacement Re-use Lines	Louis Dreyfus Citrus 355 9th Street Winter Garden, FL 34787	John Bohmann 407-656-1309	\$ 140,000.00	This project involved removing and replacing two 12" re-use lines from the Louis Dreyfus Citrus Plant.
Walker Road Storm Water Outfall	Orange County 4200 South John Young Parkway Orlando, FL 32839	Julie Naditz, PE 407- 836-7949 julie.naditz@ocfl.net	\$ 140,000.00	This project involved asphalt road construction, storm drainage improvements, curb, fences and a retention pond on the shore of Lake Apopka in order to filter water that was running from Walker Road subdivision into Lake Apopka.
Errol Estates Re-Use Booster Pump Station	City of Apopka	Bob Elmquist	\$ 130,000.00	This project constructed a re-use booster pump station. The City of Apopka is the hot button.
Dubsdread (CCC was sub to CE James, Inc.)	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Jim Cunningham 407-331-9398	\$ 126,944.00	This project involved rebuilding roads.
16" RWM Replacement- Shingle Creek	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Mike Meltzer PE 407-246-3183	\$ 124,535.00	Emergency repair and directional drill under neath shingle creek.
Lyndale Boulevard Paving and Drainage	City of Maitland 1776 Independence Lane Maitland, FL 32751	Charles Wallace 407-539-6217	\$ 110,000.00	This project is a rapid response contract with the City of Orlando and involves improvements to Lyndale Boulevard including paving, concrete gutters, sidewalk, exfiltrations units, stormwater pipe, manholes, stormwater inlets, driveway aprons, landscaping and incidental construction.
Greenwood Lakes Cemetery Improvements	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Al Campbell 407-246-3182	\$ 100,895.00	This project involved installation of (2) curb inlets, pipe installation and construction of an asphalt roadway.
Merrill Park Additional Parking and Boardwalk	City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, FL 32701	George Graves 407- 571-8335	\$ 100,000.00	This project involved clearing, grubbing, new boardwalk construction and construction of a previous parking lot.
Lake Sherwood Drain Well replacement (CCC was sub for Henderson Wilder)	Orange County	Henderson Wilder 407-277-6079	\$ 100,000.00	This project included drain well construction for flood control.
Conserv II 20-Inch Butterfly Valve Replacement Project	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Bob Rutter	\$ 98,500.00	Emergency repair to non-function valve at treatment plant.

East Altamonte Sidewalks	Seminole County 520 West Lake Mary Blvd Sanford, FL 32773	Rob Hennan 665-7380	407	\$ 90,000.00	This project involved clearing, grubbing, new sidewalks in an existing Altamonte Springs neighborhood.
Rio Vista Drain Well Replacement (CCC was sub for Henderson Wilder)	City of Orlando 400 S. Orange Avenue Orlando, FL 32801	Henderson Wilder 407-277-6079		\$ 83,000.00	This project included drain well construction for flood control.
Grey Street Water Line Improvements	Orlando Utilities Commission 3800 Gardenia Avenue Orlando, FL 32802	Mike Muller 407-649-4472		\$ 80,000.00	This project constructed water lines at Glenwood Middle School near Baldwin Park.
Isle of Pines/Lake Mary Jane Road Outfall Pipe	Orange County 4200 South John Young Parkway Orlando, FL 32839	Julie Naditz, PE 836-7949 julie.naditz@ocfl.net	407	\$ 80,000.00	This project was a storm drainage job in which water was collected from the road and flowing the water into Lake Mary Jane.
Big Sand Lake Drain Well (CCC was sub for Henderson Wilder)	Orange County 4200 South John Young Parkway Orlando, FL 32839	Henderson Wilder 407-277-6079		\$ 74,935.00	This project included emergency drain well construction for flood control.
Bear Creek Estates Wall Reconstruction	Seminole County 520 West Lake Mary Blvd Sanford, FL 32773	Jerry Matthews Engineer 407-665-5646		\$ 80,000.00	This project involved the design, demolition and reconstruction of the existing subdivision walls.
Box Culvert De-Silting Under Highway 192	Florida DOT 133 South Semoran Blvd Orlando, FL 32807	Laddie Kemp 532-3999	407-	\$ 70,000.00	This project involved de-silting and restoring a concrete box culvert.
Indian Wells Stormwater Repairs	Osceola County Courthouse Square Kissimmee, FL 34741	Howard Simmons 407-343-6577		\$ 57,000.00	This project involved the removal of an approximately 60' section of 48" corrugated metal pipe and replaced with 60' of 48" reinforced concrete pipe. Grading and final dressing

CATHCART CONSTRUCTION COMPANY – FLORIDA, LLC
2564 CONNECTION POINT, OVIEDO, FL 32765
(407)629-2900
CGC051005/CUC057230

Type of Business:

Cathcart Construction Company – Florida LLC is a single company which employs all of its 110 employees and owns all of its heavy equipment and trucks. The entity is a domestic Florida limited liability company with diverse ownership among its members.

Cathcart Construction Company-Florida, LLC is led by three Key Employees. The managing members of the LLC are John Cathcart and Matt Blanton. John Cathcart functions as CEO and Matt Blanton functions as President. Cathcart also uses a General Superintendent model for running its operations and the General Super is William Newton.

Attached are resumes for each of the three company leaders.

JOHN CATHCART

Professional:

Cathcart Construction Company – Florida, LLC; since 2014

Qualifying Agent for Licensure in State of Florida

- CGC-051005
- CUC-057230

CEO / Owner

- Responsible for Overall Business Leadership

Strategist

- Planning and Business Development working closely w/ Company President on a daily basis

Cathcart Contracting Company; 1991 - 2013

CEO / Owner

- Founder and Chief Executive for 22 years
- Leader of the company through several business growth cycles
- Identify the Target Market Segments and Formulate Plan Execution
- Built and re-build capacity of CCC several times to capitalize on opportunities
- Designed and redesign CCC continuously for Constant Improvement of Systems
- Assemble and Lead a Team of Managers capable of Executing Projects effectively
- Continuously Improve Business Processes to Maximize Efficiency

Arthur Rutenberg Homes; 1991-1993

Construction Manager / Superintendent

- Developed Skills Managing Subcontractors, Vendors, and Superintendents
- Learned to hold others Accountable for delivering on their Obligations
- Learned to build projects using 100% Outsourcing
- Gained understanding about Franchising and Continuous Process Improvement

Fore Golf, Inc; 1989-1991

Project Manager

- Managed Subcontractor, Vendor, and Employee relationships w/little Working Capital
- Smaller Company (\$40mm) -- Learned the art of Bootstrapping to hold costs down
- Managed using Design-Build project model
- Managed using Construction Manager model under Gross Maximum Price budget strategy

Hubbard Construction Company; 1988-1989

Estimator / Cost Engineer

- Learned to Build Roads, Bridges, Stormwater, Sewer, Water Mains, other Infrastructure
- Learned to build using almost 100% self-performance resource model
- Learned to track costs in Capital-Intensive, Owned-Equipment Organization
- Learned the processes involving feedback loop of actual costs into estimated costs
- Managed Contracts in which the project owners are either Governments or Large Businesses
- Developed working knowledge about Capital Efficiency

EDUCATION:

- Building Construction BA; University of Florida; 1988
- Finance; MBA; University of Central Florida; 1995

LICENSES:

- Certified General Contractor - 28 Years; Florida CGC-051005
- Certified Underground Utility and Excavation Contractor – 23 years; Florida CUC-057230

MATTHEW BLANTON

Professional Experience:

Cathcart Construction Company, Oviedo, FL

President 2014-Present

- Direct operations of Company
- Develop marketing and sales strategy
- Delegate departmental responsibilities
- Manage sales and operations
- Focus on client's construction needs and requirements
- Implement and improve Company's policies and procedures

Cathcart Contracting Company, Winter Springs, FL

1997-2013

President 2005-2013

- Executive determinations of all aspects of company
- Lead over 100 employees
- Develop marketing and sales strategy
- Oversaw subcontractors and suppliers
- Manage sales and operations

Vice President and Operations Manager 1997-2005

- Supervised all aspects of operations, including private & public sectors; highway construction and utility infrastructure
- Coordinated project managers, superintendents and purchasing personnel.
- Oversaw estimating for paving, drainage, utilities work for State of Florida, Orange and Seminole Counties and multiple municipalities throughout Central Florida
- Managed construction of communication sites for Alltel Communications, State of Fla. JTF, Quest, Motorola, American Tower, OPM, Time Warner Cable & Aero Communications.

CFDFL, ATC, Orlando, FL

1994-1997

Program Manager

- Supervised counselors and case workers for the treatment and rehabilitation of incarcerated youths.

EDUCATION:

- Georgia Southern University –BS Law Studies 1993
-Sociology

LICENSES & QUALIFICATIONS:

- State of Tennessee (Qualifier)
 - Certified General Contractor – HC, HRA, MU, S-CELL COMMUNICATION TOWERS,
 - BC-B UNLIMITED
- State of North Carolina (Qualifier)
 - General Contracting – Unlimited
- State of South Carolina (Qualifier)
 - General Contractor – BD-5

PERSONAL:

- Follower of Jesus Christ
- Family Activities
- Running

Billy Newton, Sr.

Professional Experience:

Cathcart Construction Company, Oviedo, FL

General Superintendent

2015-Present

- Supervision of various of infrastructure projects
- Coordination of project schedule with subcontractors & CCC forces
- Management of multiple high profile projects
- Focus on client's construction needs and requirements
- Implement and improve Company's policies and procedures

Garney Construction

2003-2014

Superintendent

- Utility infrastructure projects emphasizing large diameter PVC & DIP Transmission mains up to 48" Diameter.
- Utility Plant Construction
- Coordination of Subcontractors and Suppliers

Kenko Construction

2001-2003

General Superintendent

- Responsible for all construction activities
- Large Diameter transmission mains from 30" DIP to 72" Steel Water Mains
- Roadway & Infrastructure
- Managed over 100 Employees and Multiple projects

Hubbard Construction

1996-2001

Superintendent – Project Manager

- Managed Projects in Jacksonville up to \$42 Million
- Hired trained and supervised multiple crews in underground and road construction

**FORM - List of Major Suppliers and
Value of their Work
(Complete and Submit with Bid)**

(next page)

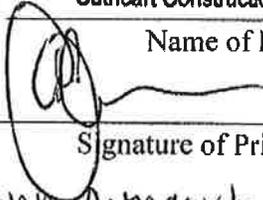
LIST OF MAJOR SUPPLIERS AND MATERIALS

The Undersigned states that the following is a full and complete list of the suppliers proposed on this Project, including the class or type of material to be supplied by each supplier. The Undersigned agrees that the suppliers used and the material supplied by each supplier will not be altered from the following list without prior written consent of the Owner through the Owner's Engineer.

	<u>SUPPLIER AND ADDRESS</u>	<u>CLASS OR TYPE OF MATERIAL</u>	<u>VALUE OF WORK (\$)</u>
(1)	SOLAR POWER + PUMP	SOLAR	+ 10k
(2)	ACF ENVIRONMENTAL	MISC	+ 30k
(3)	FENUGROW	BOLD + DOCD	+ 50k
(4)			
(5)			
(6)			
(7)			

BIDDER: Cathcart Construction Company-Florida LLC

Name of Firm

By:  _____

Signature of Principal

Name: John Cathcart _____

Print or Type Principal's Name

Title: CEO/SEC/MM _____

Date: 12/2/2019 _____

**FORM - List of Major Subcontractors and
Value of their work
(Complete and Submit with Bid)
(next page)**

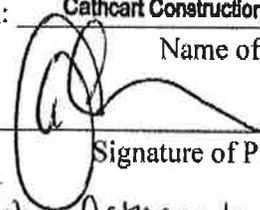
LIST OF MAJOR SUBCONTRACTORS AND VALUE OF THEIR WORK

The Undersigned states that the following is a full and complete list of all of the subcontractors proposed on this Project, including the class or specialty of their work and the dollar value of the subcontracted work (excluding the Bidder's markup) to be performed by each. The Undersigned agrees that the work on this project for these Subcontractors will not be altered without prior written consent of the Owner through the Owner's Engineer.

	<u>SUBCONTRACTOR AND ADDRESS</u>	<u>SPECIALTY OR CLASS OF WORK</u>	<u>VALUE OF WORK (\$)</u>
(1)	SIBONEY (MISE)	TRUCKING	~100K
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			

BIDDER: Cathcart Construction Company-Florida LLC

Name of Firm

By:  _____

Signature of Principal

Name: John Cathcart

Print or Type Principal's Name

Title: CEO/SEC/MM

Date: 12/2/2019



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Certified General Contractor #CGC051005

Logged In as cathcart, john Com

License Menu

Select the function you wish to perform.
Press "Back" to return to the main menu.

License Issued To:	CATHCART, JOHN THOMAS
DBA Name:	CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
License Status:	Current, Active
Originally Licensed On:	07/28/1990 (mm/dd/yyyy)
Expires On:	08/31/2020 (mm/dd/yyyy)
Modifiers:	Construction Business 02/20/2004 (mm/dd/yyyy)

Functions

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- [Address Change](#)
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Certified Utility & Excavation Contractor #CUC057230

Logged in as cathcart, John Com

License Menu

Select the function you wish to perform.

Press "Back" to return to the main menu.

License Issued To:	CATHCART, JOHN THOMAS
DBA Name:	CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
License Status:	Current, Active
Originally Licensed On:	01/12/2000 (mm/dd/yyyy)
Expires On:	08/31/2020 (mm/dd/yyyy)
Modifiers:	Construction Business 02/20/2004 (mm/dd/yyyy)

Functions[Certified Underground Utility and Excavation Contractor - Change of Status from Active to Inactive](#)[Address Change](#)[Print Inactive Receipt](#)[Print License Certificate](#)[View My Continuing Education](#)[Remove This License From My Account](#)[Back](#)

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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Cathcart Construction Company-Florida LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2564 Connection Point

6 City, state, and ZIP code
Oviedo FL 32765

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

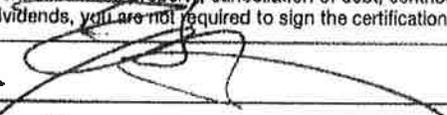
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **1/31/19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



SEMINOLE COUNTY BUSINESS TAX RECEIPT

JOEL M. GREENBERG, SEMINOLE COUNTY TAX COLLECTOR

PO BOX 630, SANFORD, FL 32772 • 407-665-1000

WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/20

CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
2564 CONNECTON PT
OVIEDO, FL 32765

Account #: 157615

MATTHEW T BLANTON (OFFICER)

REGULATED

License # - GCG051005

Qualifier- JOHN THOMAS CATHCART

Receipt #: 10592019092401496

Amount Paid: \$ 45.00

Date Paid: 09/24/2019

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
P O BOX 195788
WINTER SPRINGS, FL 32719

Electronic Price sheet shall be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on CD or flash drive and included with bid submittal. DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

NOTE: There are 11 tabs on the bottom. Contractor is required to complete the price sheet on the basin(s) they wish to bid on.



PRICE SHEET

Unit Abbreviations:

**Baseflow Basin Project(s)
BASIN 62(51)**

AC = Acre

CY = Cubic Yard

EA = Each

LF = Linear Feet

LS = Lump Sum

SY = Square Yard

TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Qty	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Stormwater and Utilities Improvements						
1	0101-1	Mobilization/Demobilization	1	LS	\$20,000.00	\$20,000.00
2	0102-1	Maintenance of Traffic	1	LS	\$1,500.00	\$1,500.00
3	0145-2	Filter Fabric Geosynthetic Material FDOT Type D-2	1,925	SY	\$10.00	\$19,250.00
4	0533	Bio Absorption Activated Media (BAM) Layer, Includes Filter Fabric	680	CY	\$50.00	\$34,000.00
5	2000	Survey and Layout	1	EA	\$2,500.00	\$2,500.00
6	2001	Prevention Control and Abatement of Erosion and Water Pollution	1	SY	\$5,000.00	\$5,000.00
7	2002	Flow Diversin and Dewatering	1	LS	\$20,000.00	\$20,000.00
8	2003	Excavation Embankment and Grading	1	LS	\$20,000.00	\$20,000.00
9	0530-3-3	Coarse Aggregate No.57 Stone or Washed Crushed Concrete	384	TON	\$60.00	\$23,040.00
10	0570-1-1	Performance Turf	800	SY	\$3.00	\$2,400.00
11	2010	Record Drawings	1	LS	\$2,500.00	\$2,500.00
12	2043	Video Recording and Reporting	1	LS	\$1,500.00	\$1,500.00
TOTAL BASE BID AMOUNT FOR BASIN _____						\$151,690.00

Written Total Base Bid Amount: _____

Initial _____



PRICE SHEET

Baseflow Basin Project(s)
BASIN 62(51)

Unit Abbreviations:

AC = Acre

CY = Cubic Yard

EA = Each

LF = Linear Feet

LS = Lump Sum

SY = Square Yard

TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Notes: <ol style="list-style-type: none">1. All areas disturbed by construction are to be restored to match existing to equal or better condition.2. The Contractor is to verify all quantities prior to BID.3. Contractor is responsible for staging area and storage of materials.						

Electronic Price sheet shall be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on CD or flash drive and included with bid submittal. DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

NOTE: There are 11 tabs on the bottom. Contractor is required to complete the price sheet on the basin(s) they wish to bid on.



PRICE SHEET

Unit Abbreviations:

Baseflow Basin Project(s)
BASIN 832

AC = Acre
CY = Cubic Yard
EA = Each

LF = Linear Feet
LS = Lump Sum
SY = Square Yard
TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Stormwater and Utilities Improvements						
1	0101-1	Mobilization/Demobilization	1	LS	\$25,000.00	\$25,000.00
2	0102-1	Maintenance of Traffic	1	LS	\$2,000.00	\$2,000.00
3	0145-2	Filter Fabric Geosynthetic Material FDOT Type D-2	4,800	SY	\$8.00	\$38,400.00
4	0533	Bio Absorption Activated Media (BAM) Layer, Includes Filter Fabric	2,400	CY	\$50.00	\$120,000.00
5	2000	Survey and Layout	1	EA	\$5,000.00	\$5,000.00
6	2001	Prevention Control and Abatement of Erosion and Water Pollution	1	SY	\$15,000.00	\$15,000.00
7	2002	Flow Diversion and Dewatering	1	LS	\$25,000.00	\$25,000.00
8	2003	Excavation Embankment and Grading	1	LS	\$25,000.00	\$25,000.00
9	0530-3-3	Coarse Aggregate No.57 Stone or Washed Crushed Concrete	120	TON	\$50.00	\$6,000.00
10	0570-1-1	Performance Turf	350	SY	\$5.00	\$1,750.00
11	2010	Record Drawings	1	LS	\$5,000.00	\$5,000.00
12	2043	Video Recording and Reporting	1	LS	\$1,500.00	\$1,500.00
TOTAL BASE BID AMOUNT FOR BASIN _____					=	\$269,650.00
13	See Plan Sheet 5	Additive Alternative Nutrient Removing Filtration System (NRFS) Or approved Equal	1	LS	\$45,000.00	\$45,000.00
						\$0.00
						\$0.00
						\$0.00
TOTAL BASE BID AMOUNT FOR BASIN _____					=	\$314,650.00

Written Total Base Bid Amount: _____



PRICE SHEET

Baseflow Basin Project(s)
BASIN 832

Unit Abbreviations:

AC = Acre
CY = Cubic Yard
EA = Each

LF = Linear Feet
LS = Lump Sum
SY = Square Yard
TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Notes: 1. All areas disturbed by construction are to be restored to match existing to equal or better condition. 2. The Contractor is to verify all quantities prior to BID. 3. Contractor is responsible for staging area and storage of materials.						

Electronic Price sheet shall be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on CD or flash drive and included with bid submittal. DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

NOTE: There are 11 tabs on the bottom. Contractor is required to complete the price sheet on the basin(s) they wish to bid on.



PRICE SHEET

Unit Abbreviations:

Baseflow Basin Project(s)
BASIN 2134

AC = Acre
CY = Cubic Yard
EA = Each

LF = Linear Feet
LS = Lump Sum
SY = Square Yard
TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Stormwater and Utilities Improvements						
1	0101-1	Mobilization/Demobilization	1	LS	\$20,000.00	\$20,000.00
2	0102-1	Maintenance of Traffic	1	LS	\$2,500.00	\$2,500.00
3	0110-1-1	Clearing and Grubbing	1	LS	\$15,000.00	\$15,000.00
4	0120-3	Lateral Ditch Excavation	190	CY	\$50.00	\$9,500.00
5	2000	Survey and Layout	1	LS	\$2,500.00	\$2,500.00
6	2100	Record Drawings	1	LS	\$2,500.00	\$2,500.00
7	2001	SWPP	1	LS	\$2,500.00	\$2,500.00
8	400-91	Dewatering for Spread Footings	1	EA	\$7,500.00	\$7,500.00
9	570-1-2	Performance Turf	260	SY	\$5.00	\$1,300.00
10	0530-3-4	Riprap, Rubble, F&I, Geotextile Lining	20	TON	\$500.00	\$10,000.00
11	533	F&I Bold and Gold (CTS)	220	CY	\$450.00	\$99,000.00
						\$0.00
		Alternative to Line item No. 11				\$0.00
12		Blend of 0.25 to 0.5 inch pea gravel and 0.5 to 1 inch wood chips sourced from the county's recycled mulch program or an approved equal in a 2:1 volume ratio	220	CY	-\$50.00	-\$11,000.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
TOTAL BASE BID AMOUNT FOR BASIN					=	\$161,300.00



PRICE SHEET

Unit Abbreviations:

Baseflow Basin Project(s)
BASIN 2134

AC = Acre
CY = Cubic Yard
EA = Each
LF = Linear Feet
LS = Lump Sum
SY = Square Yard
TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Written Total Base Bid Amount: _____						
Notes: 1. All areas disturbed by construction are to be restored to match existing to equal or better condition. 2. The Contractor is to verify all quantities prior to BID. 3. Contractor is responsible for staging area and storage of materials.						

Electronic Price sheet shall be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on CD or flash drive and included with bid submittal. DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

NOTE: There are 11 tabs on the bottom. Contractor is required to complete the price sheet on the basin(s) they wish to bid on.



PRICE SHEET

Unit Abbreviations:

Baseflow Basin Project(s)
BASIN 193

AC = Acre

CY = Cubic Yard

EA = Each

LF = Linear Feet

LS = Lump Sum

SY = Square Yard

TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Stormwater and Utilities Improvements						
1	0101-1	Mobilization/Demobilization	1	LS	\$20,000.00	\$20,000.00
2	0102-1	Maintenance of Traffic	1	LS	\$2,500.00	\$2,500.00
3	0145-2	Filter Fabric, Geosynthetic Material, FDOT Type D-2	2,060	SY	\$9.00	\$18,540.00
4	0530-3-4	Riprap, Rubble, F&I, Ditch Lining	12	TN	\$450.00	\$5,400.00
5	0531-1	HDPE Pond Liner, 20 ML	85	SY	\$10.00	\$850.00
6	533	Bioabsorption Activated Media (BAM) Layer	680	CY	\$25.00	\$17,000.00
7	2000	Survey and Layout	1	LS	\$5,000.00	\$5,000.00
8	2001	Record Drawings	1	LS	\$2,500.00	\$2,500.00
9	2002	Flow Diversion and Dewatering	1	LS	\$25,000.00	\$25,000.00
10	2003	Excavation Embankment and Grading	1	LS	\$25,000.00	\$25,000.00
11	0530-3-3	Coarse Aggregate No.57 Stone or Washed Crushed Concrete	384	TN	\$50.00	\$19,200.00
12	0570-1-1	Performance Turf	844	SY	\$5.00	\$4,220.00
13	See Plan Sheet 4	Check Dam	1	LS	\$10,000.00	\$10,000.00
14	2010	Record Drawings	1	LS	\$2,500.00	\$2,500.00
15	2043	Video Recording	1	LS	\$1,500.00	\$1,500.00
						\$0.00
						\$0.00
						\$0.00
TOTAL BASE BID AMOUNT FOR BASIN					=	\$159,210.00

Written Total Base Bid Amount: _____

Initial: _____



PRICE SHEET

Unit Abbreviations:

Baseflow Basin Project(s)
BASIN 193

LF = Linear Feet
LS = Lump Sum
SY = Square Yard
TN = Ton
AC = Acre
CY = Cubic Yard
EA = Each

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Notes: <ol style="list-style-type: none">1. All areas disturbed by construction are to be restored to match existing to equal or better condition.2. The Contractor is to verify all quantities prior to BID.3. Contractor is responsible for staging area and storage of materials.						

Electronic Price sheet shall be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on CD or flash drive and included with bid submittal. DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

NOTE: There are 11 tabs on the bottom. Contractor is required to complete the price sheet on the basin(s) they wish to bid on.



PRICE SHEET

Unit Abbreviations:

Baseflow Basin Project(s)
BASIN 141

AC = Acre
CY = Cubic Yard
EA = Each
LF = Linear Feet
LS = Lump Sum
SY = Square Yard
TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Stormwater and Utilities Improvements						
1	0101-1	Mobilization/Demobilization	1	LS	\$20,000.00	\$20,000.00
2	0102-1	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00
3	0145-2	Filter Fabric, Goesynthetic Material, FDOT Type D-2	940	SY	\$9.00	\$8,460.00
4	0530-3-4	Riprap, Rubble, F&I, Ditch Lining	12	TN	\$450.00	\$5,400.00
5	0531-1	HDPE Pond Liner, 20 ML	85	SY	\$20.00	\$1,700.00
6	533	Bioabsorption Activated Media (BAM) Layer	320	CY	\$50.00	\$16,000.00
7	2000	Survey and Layout	1	LS	\$5,000.00	\$5,000.00
8	2001	Record Drawings	1	LS	\$2,500.00	\$2,500.00
9	2002	Flow Diversion and Dewatering	1	LS	\$25,000.00	\$25,000.00
10	2003	Excavation Embankment and Grading	1	LS	\$25,000.00	\$25,000.00
11	0530-3-3	Coarse Aggregate No.57 Stone or Washed Crushed Concrete	300	TN	\$50.00	\$15,000.00
12	0570-1-1	Performance Turf	672	SY	\$5.00	\$3,360.00
13	See Plan Sheet 4	Check Dam	1	LS	\$7,500.00	\$7,500.00
14	2010	Record Drawings	1	LS	\$2,500.00	\$2,500.00
15	2043	Video Recording	1	LS	\$1,500.00	\$1,500.00
						\$0.00
						\$0.00
						\$0.00
TOTAL BASE BID AMOUNT FOR BASIN					=	\$143,920.00

Written Total Base Bid Amount: _____





PRICE SHEET

Unit Abbreviations:

Baseflow Basin Project(s)
BASIN 141

AC = Acre

CY = Cubic Yard

EA = Each

LF = Linear Feet

LS = Lump Sum

SY = Square Yard

TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Notes: 1. All areas disturbed by construction are to be restored to match existing to equal or better condition. 2. The Contractor is to verify all quantities prior to BID. 3. Contractor is responsible for staging area and storage of materials.						

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NOTE: There are 11 tabs on the bottom. Contractor is required to complete the price sheet on the basin(s) they wish to bid on.



PRICE SHEET

Unit Abbreviations:

**Baseflow Basin Project(s)
BASIN 10**

AC = Acre

CY = Cubic Yard

EA = Each

LF = Linear Feet

LS = Lump Sum

SY = Square Yard

TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Stormwater and Utilities Improvements						
1	0101-1	Mobilization/Demobilization	1	LS	\$25,000.00	\$25,000.00
2	0102-1	Maintenance of Traffic	1	LS	\$2,500.00	\$2,500.00
3	0145-2	Filter Fabric, Goesynthetic Material, FDOT Type D-2	1,474	SY	\$9.00	\$13,266.00
4	0530-3-4	Riprap, Rubble, F&I, Ditch Lining	12	TN	\$450.00	\$5,400.00
5	0531-1	HDPE Pond Liner, 20 ML	85	SY	\$25.00	\$2,125.00
6	533	Bioabsorption Activated Media (BAM) Layer	500	CY	\$50.00	\$25,000.00
7	2000	Survey and Layout	1	LS	\$5,000.00	\$5,000.00
8	2001	Prevention, Control and Abatement of Erosion and Water Pollution	1	LS	\$2,500.00	\$2,500.00
9	2002	Flow Diversion and Dewatering	1	LS	\$30,000.00	\$30,000.00
10	2003	Excavation Embankment and Grading	1	LS	\$30,000.00	\$30,000.00
11	0530-3-3	Coarse Aggregate No.57 Stone or Washed Crushed Concrete	474	TN	\$50.00	\$23,700.00
12	0570-1-1	Performance Turf	825	SY	\$5.00	\$4,125.00
13	See Plan Sheet 4	Check Dam	1	LS	\$7,500.00	\$7,500.00
14	2010	Record Drawings	1	LS	\$2,500.00	\$2,500.00
15	2043	Video Recording	1	LS	\$1,500.00	\$1,500.00
						\$0.00
						\$0.00
						\$0.00

TOTAL BASE BID AMOUNT FOR BASIN _____ = \$180,116.00

Written Total Base Bid Amount: _____





PRICE SHEET

Baseflow Basin Project(s)
BASIN 10

Unit Abbreviations:

AC = Acre
CY = Cubic Yard
EA = Each
LF = Linear Feet
LS = Lump Sum
SY = Square Yard
TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Notes: <ol style="list-style-type: none">1. All areas disturbed by construction are to be restored to match existing to equal or better condition.2. The Contractor is to verify all quantities prior to BID.3. Contractor is responsible for staging area and storage of materials.						

Electronic Price sheet shall be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on CD or flash drive and included with bid submittal. DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

NOTE: There are 11 tabs on the bottom. Contractor is required to complete the price sheet on the basin(s) they wish to bid on.



PRICE SHEET

**Baseflow Basin Project(s)
BASIN 100**

Unit Abbreviations:

AC = Acre
CY = Cubic Yard
EA = Each
LF = Linear Feet
LS = Lump Sum
SY = Square Yard
TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Stormwater and Utilities Improvements						
1	0101-1	Mobilization/Demobilization	1	LS	\$20,000.00	\$20,000.00
2	0102-1	Maintenance of Traffic	1	LS	\$2,500.00	\$2,500.00
3	0145-2	Filter Fabric, Geosynthetic Material, FDOT Type D-2	1,648	SY	\$9.00	\$14,832.00
4	0530-3-4	Riprap, Rubble, F&I, Ditch Lining	12	TN	\$450.00	\$5,400.00
5	0531-1	Pond Liner, 20 ML	85	SY	\$25.00	\$2,125.00
6	533	Bioabsorption Activated Media (BAM) Layer, includes Filter Fabric	544	CY	\$50.00	\$27,200.00
7	2000	Survey and Layout	1	LS	\$5,000.00	\$5,000.00
8	2001	Prevention, Control and Abatement of Erosion and Water	1	LS	\$2,500.00	\$2,500.00
9	2002	Flow Diversion and Dewatering	1	LS	\$17,500.00	\$17,500.00
10	2003	Excavation Embankment and Grading	1	LS	\$20,000.00	\$20,000.00
11	2004	Geosynthetic Slope Protection Reventment (Hydro Turf Z or Equal	0	TN	\$500.00	\$0.00
12	2005	Coarse Aggregate No.57 Stone or Washed Crushed Concrete	308	SY	\$50.00	\$15,400.00
13	See Plan Sheet 4	Check Dam	1	LS	\$5,000.00	\$5,000.00
14	2010	Record Drawings	1	LS	\$2,500.00	\$2,500.00
15	2043	Video Recording amd Reporting	1	LS	\$1,500.00	\$1,500.00
						\$0.00
						\$0.00
						\$0.00
TOTAL BASE BID AMOUNT FOR BASIN					=	\$141,457.00

Written Total Base Bid Amount: _____





PRICE SHEET

Unit Abbreviations:

Baseflow Basin Project(s)
BASIN 100

AC = Acre
CY = Cubic Yard
EA = Each

LF = Linear Feet
LS = Lump Sum
SY = Square Yard
TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Notes: 1. All areas disturbed by construction are to be restored to match existing to equal or better condition. 2. The Contractor is to verify all quantities prior to BID. 3. Contractor is responsible for staging area and storage of materials.						

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NOTE: There are 11 tabs on the bottom. Contractor is required to complete the price sheet on the basin(s) they wish to bid on.



PRICE SHEET

Unit Abbreviations:

**Baseflow Basin Project(s)
BASIN 1329**

AC = Acre

CY = Cubic Yard

EA = Each

LF = Linear Feet

LS = Lump Sum

SY = Square Yard

TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Stormwater and Utilities Improvements						
1	0101-1	Mobilization/Demobilization	1	LS	\$25,000.00	\$25,000.00
2	0102-1	Maintenance of Traffic	1	LS	\$2,500.00	\$2,500.00
3	104-1	Prevention, Control and Abatement of Erosion and Water Pollution	1	LS	\$1,500.00	\$1,500.00
4	120-1	Excavation, Embankment and Grading	2,803	CY	\$1.00	\$2,803.00
5	430-1	2" PVC Pipe (FDOT Average Unit Cost Item 150 31102)	140	LF	\$25.00	\$3,500.00
6	430-1	4" PVC Pipe (FDOT Average Unit Cost Item 150 31104)	50	LF	\$50.00	\$2,500.00
7	522-1	4" Concrete Sidewalk	31	SY	\$76.00	\$2,325.00
8	570-1-2	Performance Turf Sod (Bahia)	477	SY	\$5.00	\$2,385.00
9	999-1	Summti HPUF System (or County Approved Equivalent)	77	SF	\$1,200.00	\$92,400.00
10	999-2	Pump, Solar Panel, and Accessories (or County Approved Equivalent)	1	LS	\$1,200.00	\$1,200.00
11	999-3	Harco Structures (or County Approved Equivalent)	2	EA	\$7,500.00	\$15,000.00
12	999-4	Native Bushes/ Wild flowers	1	LS	\$1,500.00	\$1,500.00
13	999-5	As Built Drawings	1	LS	\$2,500.00	\$2,500.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
TOTAL BASE BID AMOUNT FOR BASIN						\$155,113.00

Written Total Base Bid Amount: _____



PRICE SHEET

Baseflow Basin Project(s)
BASIN 1329

Unit Abbreviations:

AC = Acre
CY = Cubic Yard
EA = Each
LF = Linear Feet
LS = Lump Sum
SY = Square Yard
TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Notes: <ol style="list-style-type: none">1. All areas disturbed by construction are to be restored to match existing to equal or better condition.2. The Contractor is to verify all quantities prior to BID.3. Contractor is responsible for staging area and storage of materials.						

Electronic Price sheet shall be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on CD or flash drive and included with bid submittal. DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

NOTE: There are 11 tabs on the bottom. Contractor is required to complete the price sheet on the basin(s) they wish to bid on.



PRICE SHEET

Unit Abbreviations:

Baseflow Basin Project(s)
BASIN 1298

AC = Acre
CY = Cubic Yard
EA = Each

LF = Linear Feet
LS = Lump Sum
SY = Square Yard
TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Stormwater and Utilities Improvements						
1	0101-1	Mobilization/Demobilization and General Consitions	1	LS	\$20,000.00	\$20,000.00
2	0102-1	Maintenance of Traffic	1	LS	\$1,000.00	\$1,000.00
3	2000	Construction Survey and Layout	1	LS	\$2,500.00	\$2,500.00
4	2001	Clearing and Grubbing (light)	1	LS	\$20,000.00	\$20,000.00
5	2003	Prevention Cotrol and Abatement of Erosion and Water Pollution	1	LS	\$2,500.00	\$2,500.00
6	2004	Pump Station and Solar Panels	1	LS	\$13,000.00	\$13,000.00
7	2005	Filter Treatment Area	1	LS	\$25,000.00	\$25,000.00
8	2006	Rock Casade	1	LS	\$5,000.00	\$5,000.00
9	2007	Clean up/ restoration/ Sodding	1	LS	\$5,000.00	\$5,000.00
TOTAL BASE BID AMOUNT FOR BASIN					=	\$94,000.00

Written Total Base Bid Amount: _____

Notes:

1. All areas disturbed by construction are to be restored to match existing to equal or better condition.
2. The Contractor is to verify all quantities prior to BID.
3. Contractor is responsible for staging area and storage of materials.



PRICE SHEET

Unit Abbreviations:

Baseflow Basin Project(s)
BASIN 1298

AC = Acre

CY = Cubic Yard

EA = Each

LF = Linear Feet

LS = Lump Sum

SY = Square Yard

TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
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Electronic Price sheet shall be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on CD or flash drive and included with bid submittal. DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

NOTE: There are 11 tabs on the bottom. Contractor is required to complete the price sheet on the basin(s) they wish to bid on.



PRICE SHEET

Unit Abbreviations:

Baseflow Basin Project(s)
BASIN 1304

LF = Linear Feet
 LS = Lump Sum
 SY = Square Yard
 TN = Ton
 AC = Acre
 CY = Cubic Yard
 EA = Each

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
Stormwater and Utilities Improvements						
1	0101-1	Mobilization/Demobilization and General Consitions	1	LS	\$20,000.00	\$20,000.00
2	0102-1	Maintenance of Traffic	1	LS	\$1,000.00	\$1,000.00
3	2000	Construction Survey and Layout	1	LS	\$2,500.00	\$2,500.00
4	2001	Clearing and Grubbing (light)	1	LS	\$15,000.00	\$15,000.00
5	2003	Prevention Cotrol and Abatement of Erosion and Water Pollution	1	LS	\$2,500.00	\$2,500.00
6	2004	Pump Station and Solar Panels	1	LS	\$20,000.00	\$20,000.00
7	2005	Filter Treatment Area	1	LS	\$25,000.00	\$25,000.00
8	2006	Rock Casade	1	LS	\$5,000.00	\$5,000.00
9	2007	Clean up/ restoration/ Sodding	1	LS	\$5,000.00	\$5,000.00
TOTAL BASE BID AMOUNT FOR BASIN					=	\$96,000.00

Written Total Base Bid Amount: _____

Notes:

1. All areas disturbed by construction are to be restored to match existing to equal or better condition.
2. The Contractor is to verify all quantities prior to BID.
3. Contractor is responsible for staging area and storage of materials.



PRICE SHEET

Baseflow Basin Project(s)
BASIN 1304

Unit Abbreviations:

AC = Acre
CY = Cubic Yard
EA = Each
LF = Linear Feet
LS = Lump Sum
SY = Square Yard
TN = Ton

Line No.	Pay Item No.	Item Description	Estimated Quantity	Unit	Unit Price (In Numbers)	Total Price (In Numbers)
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**BASEFLOW BASIN PROJECT(S)
BID #B-7-20-03**

SECTION IV

CONTRACTOR PREQUALIFICATION POLICY AND FORMS

- BCC Policy BCC-28
- Contractor's Qualification Statement (AIA Document A305)
- Copies of all Contractor Licenses and Certificates
- Minority Employment for each Subcontractor
- Special Certification and/or Licenses for FDOT Maintenance of Traffic and FDEP Erosion and Sediment Control Inspector
- Fully Executed E-Verify Memorandum of Understanding if County is unable to electronically verify the lowest responsive Contractor participates in the E-Verify Program

These forms need to be submitted with the Bid. Additional submittal requirements are listed in Section II, Article 23 (which requirements if in conflict supersede this section).

- **BCC Policy BCC-28 (next page)**

POLICY

**TITLE: Pre-Qualification of Construction Bidders
Prior To Award**

NUMBER: BCC-28

CANCELS October 8, 2013

APPROVED: December 19, 2017

**ORIGINATOR: Public
Works/Facilities**

REVIEW: December 19, 2020

I. **OBJECTIVE**

To delineate and define the process for pre-qualifying bidders on a project by project basis, or establish a process for prequalifying prospective bidders on a quarterly or annual basis for a group of specific projects, prior to award by the Board of County Commissioners in order to evaluate a Contractor's and/or Subcontractor's eligibility for future Brevard County projects.

This Policy requires the Contractor and/or Subcontractor to submit documents which will provide evidence of adequate project experience, quality workmanship, adherence to project schedule, financial soundness, depth of corporate commitment, bid bond, prospective payment and performance bond rating in the surety market, safety performance, and any other pertinent data obtained from reference checks that is determined by staff to be a measure of the Contractor's/Subcontractor's qualifications.

II. **REFERENCES**

- A. Brevard County Policy BCC-25, Procurement Policy.
- B. AIA Document A305, Contractor's Qualification Statement.
- C. Brevard County Administrative Order AO-45, Post Project Contractor/Subcontractor Evaluation Form.
- D. Ordinance 98-37, Pre-Qualification of Construction Bidders Prior to Award.

III. **DIRECTIVES**

- A. The following pre-qualification information of the apparent low bidders/contractor will be utilized for all construction projects exceeding \$50,000.00:
 - 1. Contractor's Qualification Statement – AIA Document A305, most recent Edition.
 - 2. Most current Financial Statement (less than one (1) year).
 - 3. Resumes of Contractor/Subcontractor's key personnel down, including Project Manager and Superintendent level.
 - 4. The Bid Bond, Public Entity Crime Affidavit and Non-Collusion Affidavit (submitted with the Bid) will be reviewed and verified.

5. The Vendor Affidavit Regarding Scrutinized Company List for services of \$1 million or more will be verified.
 6. List of subcontractors and suppliers and items of work to be performed by the Contractor's workforce.
 7. Contractor's Qualification Statement – AIA Document A305, most recent Edition for subcontractor's determined by staff and identified in the bidding documents to be critical to the success of the project. Key subcontractors and their qualifications are to be identified in the bid documents.
 8. Any other pertinent qualifications, evaluations from past projects, data or information determined by staff to be critical to the success of the project.
- B. The apparent low bidders, after the formal bid opening, will be required to submit the information above within five (5) days for review and approval by the appropriate Review and Qualification Committee listed below. If the apparent low bidder cannot provide adequate documents for review, or the submitted documents give indications of a non-stable or unqualified company, the Contractor will be recommended by the Review and Qualification Committee for bid rejection and the apparent second low bidder will be contacted and afforded the previous mentioned five (5) days to submit their pre-qualifications documents. This process would continue until a most responsive, responsible bidder is established.
- C. The following Review and Qualification Committees and committee members (or designees) are hereby established:
1. Public Works Department Projects (horizontal construction projects)
Public Works Department Director
Traffic Operations Manager
Construction Engineer
 2. Utility Services or Natural Resources Management Projects
Assistant County Manager for Development & Public Services Group
Utility Services Department Director
Natural Resources Management Department Director
 3. Solid Waste Projects
Assistant County Manager for Development & Public Services Group
Solid Waste Management Department Director
Utility Services Department Director
 4. General Construction Projects (any Department relying on Facilities to oversee their projects including Parks and Recreation referendum projects, special districts, agencies or other County project not otherwise encompassed herein)
Public Works Department Director (for Facilities CIP projects)
Facilities Building & Operations Manager (for Non-Facilities CIP projects)
Facilities Construction Manager
User Agency Department Director
 5. Landscaping Projects
Public Works Department Director
Parks and Recreation Department Director

Public Works Department - Landscaping Operations Manager

6. Housing & Human Services Department
Public Works Department Director
Central Services Department Director
User Agency Department Director

IV. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Policy is reserved to the Board of County Commissioners

Attest:



Scott Ellis, Clerk of Court



Rita Pritchett, Chair
Board of County Commissioners
Brevard County, Florida

As approved by the Board: 12/19/17

CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, A.D., by and between the Board of County Commissioners of Brevard County, Florida, party of the first part (hereinafter sometimes called the "Owner"), and Cathcart Construction Company -FL, LLC, party of the second part (hereinafter sometimes called the "Contractor").

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

1. DEFINITIONS

- 1.1 All terms in this Agreement are defined in the Instructions to Bidders, General Conditions and Supplementary Conditions for the Baseflow Basin Project(s) Basin No: 10, 2134, 1298, 193, 100, 141, 62(51), 832, 1304, 1329, Bid No. B-7-20-03, and shall have the meanings designated herein.

2. SCOPE OF THE WORK

- 2.1 The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work to construct the options shown on the plans as prepared by **the Engineer of Record as shown on the Construction plans for the option awarded**, acting as, and in the Contract Documents entitled as the Owner's Engineer, and shall do everything required by these Contract Documents and as described in the Specifications and Contract Documents entitled:

**BASEFLOW BASIN PROJECT(S) OPTION #:10,2134,1298,193,100,141,62(51), 832,
1304, 1329
BID NO. B-7-20-03**

3. THE CONTRACT SUM

- 3.1 The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents.
- 3.2 Based upon the price shown in the Proposal heretofore submitted to the Owner by the Contractor, a copy of said Proposal being a part of these

Contract Documents, the aggregate amount of this Contract for Options

- 10 the sum of one hundred eight thousand one hundred and sixteen (\$118,116.00)
- 2134 the sum of one and seventy-two thousand three hundred (\$172,300.00) using Alternative to line item #11
- 1298 the sum of one hundred fifty five thousand one hundred and thirteen (\$155,113.00)
- 193 the sum of one hundred fifty-nine thousand two hundred and ten (159,210.00)
- 100 the sum of one hundred forty-one thousand four hundred fifty-seven (\$141,457.00)
- 141 the sum of one hundred and forty-three thousand nine hundred and twenty (4143,920.00)
- 62(51) the sum of one hundred and fifty-nine thousand six hundred and ninety (\$151,690.00)
- 832 the sum of two hundred sixty-nine thousand six hundred fifty (\$269,650.00) Without using Additive Alternative
- 1304 the sum of ninety-six thousand (\$96,000.00)
- 1329 the sum of one hundred fifty-five thousand one hundred and thirteen (\$155,113.00)

For a total of one million five hundred sixty-three thousand four hundred fifty-six dollars and no cents (\$1,563,456.00)

4. COMMENCEMENT AND COMPLETION OF WORK

- 4.1 The Contractor shall commence work within 5 calendar days after issuance of Notice to Proceed.
- 4.2 The Contractor shall prosecute the work with faithfulness and diligence and shall cause final completion of the work not later than thirty 35 calendar days after the issuance of Notice to Proceed. This time of Completion is for each individual Option. If the same Contractor is awarded all eleven (11) Options, then the for substantial completion must be no later than December 30, 2020, for all eleven Options.
- 4.3 Contractor understands that each Option is independent however, the completion of the work has to consider the time for completion for all the Options. Therefore, each option separately will have to be completed in a timely manner to allow the entire work (all ten

options) to be completed by December 30, 2020. T

- 4.4 Prior to commencing the work the Contractor shall execute, deliver to the Owner, and record in the public records of Brevard County, required payment and performance bonds in substantially the same format provided in Section VI.

5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- 5.1 The Contractor hereby agrees that the project site has been carefully examined and that sufficient observations have been made such that Contractor is completely familiar with all site conditions and requirements as they relate to the work described in these Contract Documents, and assumes full responsibility therefore.
- 5.2 The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations, shall this Contract be more strongly construed against the Owner than against the Contractor and the Surety.
- 5.3 Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner's Engineer and the decision shall be final and binding upon all parties.
- 5.4 It is distinctly understood and agreed that the passing, approval and acceptance of any part of the work or material by the Owner, the Owner's Engineer, or by any agent or representative of the Owner or Owner's Engineer as in compliance with the terms of this Contract and of the Drawings and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said work; and the Owner may require the Contractor and the surety to repair, replace, restore and/or make the work comply strictly, and in all things, with this Contract and the Drawings and Specifications. Any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications, shall be reconstructed as directed by the Owner. 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 the Surety to immediately repair or replace any such defective materials and workmanship shall entitle the Owner, in the Owner's sole discretion, to replace or repair the same and, after notice, recover the reasonable cost of such replacement and repair from the Contractor and the Surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and the Contractor's failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

6. LIQUIDATED DAMAGES

- 6.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work 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 liquidated damages stated in Section 8-10.2 of F.D.O.T. Standard Specifications for Road and Bridge Construction, per calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the Owner will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the Owner in the event of such default by the Contractor.
- 6.2 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 scheduled for production.
- 6.3 The Owner has the right to deduct, as payment on such liquidated damages, against any money the Owner owes the Contractor.
- 6.4 The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

7. PARTIAL AND FINAL PAYMENTS

7.1 In accordance with the provisions fully set forth in the General Conditions (Section VII), and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- a) Within 30 days after receipt of the Contractor's request for partial payment by the Owner, accompanied by partial release of liens and waivers from all subcontractors and suppliers, for the previous payment, the Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner or the Owner's Engineer, for work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner as retainage. After the Owner or Owner's Engineer determine that 50-percent of the construction has been completed pursuant to the Contract, the Contractor shall reduce the amount withheld from each subsequent progress payment to five (5) percent of the payment until all work has been performed, and accepted by the Owner or Owner's Engineer, strictly in accordance with this Agreement.
- b) 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 have been furnished and are found acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.
- c) Notwithstanding the foregoing, pursuant to section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the Owner with a written consent from the Surety regarding the Project or payment in question, no such releases or waivers shall be required. The Surety may, in a writing served on the Owner, revoke its consent or direct that the Owner withhold a specified amount from a payment, which shall be effective upon receipt.

- d) Contractor acknowledges that, pursuant to Florida law, the Contractor may not lien Owner's interest in the Project site. Contractor agrees to advise all subcontractors and material suppliers of the non-lienable nature of the project and to further furnish each such person or entity a copy of the Labor and Material Payment Bond for the project.

8. ADDITIONAL BOND

- 8.1 It is further mutually agreed between parties hereto that if, at any time after the execution of this Agreement and the Public Construction Performance Bond and the Public Construction Payment Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at the Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, 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 of the work shall be furnished in manner and form satisfactory to the Owner.

9. CONTRACT DOCUMENTS

- 9.1 The Contract Documents, as that term is defined in the Instructions to Bidders, are as fully a part of this Contract as if herein repeated, whether or not those documents are actually attached to this Contract. The Drawings, geotechnical report, permits and permit requirements are contained in Section IX, Appendix 1 and 2 (attached separately).
- 9.2 The Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status.

10. PUBLIC RECORDS AND AUDIT REQUIREMENTS

- 10.1 In the performance of this Agreement, the Contractor shall keep books, records and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the

State of Florida (including, but not limited to Chapter 119, Florida Statutes).

- 10.1 All records or documents created by the Contractor or provided to the Contractor in connection with the activities or services provided under the terms of this Agreement, are public records and the Contractor agrees to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes. The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 10.3 Records, documents, books and accounts ordinarily and necessarily required for the performance of this Agreement shall be kept, maintained and open to inspection by the Owner and its representatives during regular business hours and shall be retained by the Contractor or for a period of five (5) years after completion or termination of this Agreement.
- 10.4 Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Owner. If the Owner does not possess the requested records, the Owner shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Owner or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, F.S. If the Contractor fails to provide the public records to the Owner within a reasonable time, the Contractor may be subject to penalties under Section 119.10, F.S.
- 10.5 The Contractor shall identify and ensure that all public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Owner.
- 10.6 Upon completion of the Agreement, the Contractor shall transfer, at no cost to the Owner, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the services under this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any

duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Owner.

- 10.7 Failure to comply with the provisions of this section shall result in the Owner taking enforcement action against the Contractor, including the cost to the Owner for gaining the Contractor's compliance, which will include, but is not limited to, the Owner's staff time expended to obtain compliance with this section, litigation filing fees and attorney's fees. The Owner may also unilaterally terminate the Agreement if the Owner refuses to allow public access to Public Records as required by law.
- 10.8 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by the Contractor in the United States or any other country.
- 10.9 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS FOR THE NATURAL RESOURCES MANAGEMENT OFFICE by telephone at (321) 633-2016, by email at Jackie.Thompson@brevardfl.gov, or at the mailing address below:**

**Brevard County Natural Resources Management
Department ATTN: Custodian of Records**

2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, FL 32940

11. NOTICE

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in

person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified below:

Owner:

Brevard County Natural Resources Department
2725 Judge Fran Jamieson Way, Suite 219
Melbourne, FL 32940

Contractor:

Cathcart Construction Company -FL, LLC
Attn: Matt Blandon, President
2564 Connection Point
Oviedo, FL 32765

12. ATTORNEY'S FEES

12.1 In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs, provided, this clause shall only apply to the Contractor and County, as parties to this Agreement, and shall not be construed to prevent the Owner from covering its attorney's fees, expert witness fees or costs against a surety in accordance with the provisions of the performance bond or under any provision of state law requiring the surety to pay attorney's fees or costs.

13. MODIFICATION

13.1 This Agreement, together with Contract Documents, constitutes the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. No modification of this agreement shall be binding on Owner or Contractor unless reduced to writing and executed by a duly authorized representative of Owner and Contractor.

14. GOVERNING LAWS

14.1 This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida, and federal laws and regulations.

15. COMPLIANCE WITH STATUTES

- 15.1 It shall be the Contractor's responsibility to be aware of and comply with all applicable federal, state and local laws.
- 15.2 BUY AMERICAN – The bidder proposes and agrees, if this Proposal is accepted, to comply with 41 U.S.C. Chapter 83: Buy American statutes.
- 15.3 The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (3 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). with the terms and conditions found in attachment

16. VENUE

- 16.1 Venue for any legal action by any party to this Agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County Florida, and any trial shall be non-jury.

17. CONFLICT OF INTEREST

- 17.1 The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency board or commission thereof, to provide services relating to this Contract without written consent from the County.
- 17.2 The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
- 17.3 The Contractor shall not award a contract or subcontract under this Agreement to any company who the Owner has a financial or any other interest in, including but not limited to employing an employee of the Owner or any member of an employee's, agents, or officer's immediate family.

18. INFORMATION RELEASE/GRANTOR RECOGNITION

- 18.1 News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall

be submitted in writing to the County and be approved in advance of any release or publication. Releases shall identify the funding entity as well as the funding source.

19. INDEMNIFICATION

19.1 The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss or expense, is caused, in whole or in part, by the act or omission of the Contractor, any subcontractor, any supplier, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified hereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this Paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

20. UNAUTHORIZED ALIEN WORKERS AND Employment Eligibility Verification (E-VERIFY)

20.1 The County will not intentionally award publicly funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274(e) of the Immigration and Nationality Act (INA). The County shall consider the contractor's intentional employment of unauthorized aliens a violation of Section 274(e) of the INA. Such violation by the Contractor shall be grounds for immediate termination of this Contract.

20.2 The CONTRACTOR:

- a) shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and

- b) shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
- c) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.

20.3 Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.

20.4 The Contractor may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-verify Program, the contractor hires or employs a person who is not eligible for employment.

20.5 Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

21. PUBLIC ENTITY CRIMES

21.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

22. SURVIVAL

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

23. SCRUTINIZED COMPANIES.

The Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Owner may immediately terminate this Agreement for cause if the Contractor its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

IN WITNESS WHEREOF the parties by their undersigned, authorized agents have executed this agreement as of the date last written below.

Attest:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
Party of the First Part



Scott Ellis, Clerk



Bryan Lober, Chair

As approved by the Board on:
September 24, 2019

Date 3/4/2020

Reviewed for legal form and content:



Christine Valliere, Assistant County Attorney

Witnessed in the presence of**

CONTRACTOR
Party of the Second Part

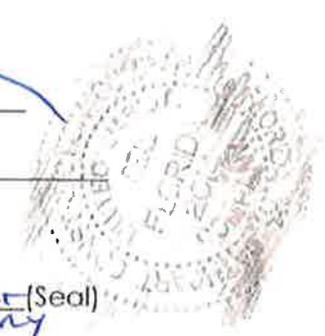


Date 3/4/20

Attest:



JOHN CATHCART (Seal)
SECRETARY



- (*) In the event that the Contractor is a Corporation, there shall be attached to each counterpart, a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.
- (**) Two witnesses are required when Contractor is sole ownership or partnership.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Seminole

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____
Cathcart Construction Company-Florida, a corporation under the laws of the State of
Florida, held on March 4, 2020, the following resolution was
duly passed and adopted:

Matt T. Blanton, President

"RESOLVED, that _____, as _____ President of the
corporation, be is hereby authorized to execute the Contract dated 3/4/20,
2020, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY,
FLORIDA, and this corporation, and that the execution thereof, attested by the
Secretary of the corporation and with corporate seal affixed, shall be the official
act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the corporation on this 4th day of March, 2020.



Secretary of Corporation **JOHN CATHCART**
SECRETARY

**BASEFLOW BASIN PROJECT(S)
BID #B-7-20-03**

SECTION VI

CONTRACT BONDS AND SAMPLE CERTIFICATES

This section includes the following forms that must be executed by the Awarded Contractor upon notification by the Owner:

- Public Construction Payment and Performance Bond
- Certificate as to Corporate Principal
- Public Construction Performance and Guarantee Bond
- Certificate as to Corporate Principal

These forms DO NOT need to be submitted with the Bid.

PUBLIC CONSTRUCTION PAYMENT BOND
BASEFLOW BASIN PROJECT(S)
BID NO. B-7-20-03

BY THIS BOND, We _____, as Principal and _____, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of _____ (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated _____, 2020, between Principal and Owner for the construction activities associated with the *BASEFLOW BASIN PROJECT(S)*, the Contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the Contract.
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract, then this bond is void; otherwise it remains in full force.
3. Any modifications in or under the Contract and compliance or noncompliance with any formalities connected with the Contract does not affect Surety's obligation under this bond.

Signed and sealed this ____ day of _____, 2020.

Attest:

By: _____

(As to Corporate Principal) Secretary

Name and Title of Principal

(Corporate Seal)

Witness to Principal

By: _____

Witness to Surety

Name and Title of Surety

(Corporate Seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary

(Seal)

STATE OF FLORIDA

COUNTY OF _____

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the _____ and that said individual has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Brevard County, Florida.

Subscribed and sworn to before me this ____ day of _____, 2020, A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

My Commission Number is: _____

PUBLIC CONSTRUCTION PERFORMANCE AND GUARANTEE BOND
BASEFLOW BASIN PROJECT(S)
BID NO. B-7-20-03

BY THIS BOND, We _____,
as Principal and _____, a corporation as Surety, are
bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called
Owner, in the sum of _____
(\$ _____), for payment of which we bind ourselves, our heirs, personal
representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs promptly, completely and faithfully the Contract dated _____, 2020,
between Principal and Owner for construction of the **BASEFLOW BASIN PROJECT(S)**
_____, the
Contract Being Attached Hereto and Made a Part of this bond by reference, in such time
and without delay, and in the manner prescribed in the Contract including the delivery,
execution and performance of any warranty work required by the Contract;
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate
proceedings, that Owner sustains because of a default by Principal under the Contract;
3. Performs the guarantee of all work and materials furnished under the Contract for the time
specified in the Contract, and shall remedy any defects in the work due to faulty materials
or workmanship or failure to properly maintain during the length of the Contract, and pay
for all damage to other work, person, or property resulting therefrom, which shall appear
within a period of one (1) year from the date of final acceptance of the work provided for
in the Contract, then this bond is to be void; otherwise it remains in full force and effect.

Any modifications in or under the Contract and compliance or noncompliance with any formalities
connected with the Contract does not affect Surety's obligation under this bond.

Signed and sealed this _____ day of _____, 2020.

Attest:

By: _____

(As to Corporate Principal) Secretary

Name and Title of Principal

(Corporate Seal)

Witness to Principal

By: _____

Witness to Surety

Name and Title of Surety

(Corporate Seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL FOR PERFORMANCE BOND

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary

(Seal)

STATE OF FLORIDA

COUNTY OF _____

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the _____ and that said individual has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Brevard County, Florida.

Subscribed and sworn to before me this ____ day of _____, 2020, A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

My Commission Number is: _____

**BASEFLOW BASIN PROJECT(S)
BID #B-7-20-03**

SECTION VI

CONTRACT BONDS AND SAMPLE CERTIFICATES

This section includes the following forms that must be executed by the Awarded Contractor upon notification by the Owner:

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These forms DO NOT need to be submitted with the Bid.

PUBLIC CONSTRUCTION PAYMENT BOND
BASEFLOW BASIN PROJECT(S)
BID NO. B-7-20-03

BY THIS BOND, We _____, as Principal and _____, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of _____ (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated _____, 2020, between Principal and Owner for the construction activities associated with the *BASEFLOW BASIN PROJECT(S)*, the Contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the Contract.
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract, then this bond is void; otherwise it remains in full force.
3. Any modifications in or under the Contract and compliance or noncompliance with any formalities connected with the Contract does not affect Surety's obligation under this bond.

Signed and sealed this ____ day of _____, 2020.

Attest:

By: _____

(As to Corporate Principal) Secretary

Name and Title of Principal

(Corporate Seal)

Witness to Principal

By: _____

Witness to Surety

Name and Title of Surety

(Corporate Seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary

(Seal)

STATE OF FLORIDA

COUNTY OF _____

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the _____ and that said individual has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Brevard County, Florida.

Subscribed and sworn to before me this ____ day of _____, 2020, A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

My Commission Number is: _____

PUBLIC CONSTRUCTION PERFORMANCE AND GUARANTEE BOND
BASEFLOW BASIN PROJECT(S)
BID NO. B-7-20-03

BY THIS BOND, We _____,
as Principal and _____, a corporation as Surety, are
bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called
Owner, in the sum of _____
(\$ _____), for payment of which we bind ourselves, our heirs, personal
representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs promptly, completely and faithfully the Contract dated _____, 2020,
between Principal and Owner for construction of the **BASEFLOW BASIN PROJECT(S)**
_____, the
Contract Being Attached Hereto and Made a Part of this bond by reference, in such time
and without delay, and in the manner prescribed in the Contract including the delivery,
execution and performance of any warranty work required by the Contract;
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate
proceedings, that Owner sustains because of a default by Principal under the Contract;
3. Performs the guarantee of all work and materials furnished under the Contract for the time
specified in the Contract, and shall remedy any defects in the work due to faulty materials
or workmanship or failure to properly maintain during the length of the Contract, and pay
for all damage to other work, person, or property resulting therefrom, which shall appear
within a period of one (1) year from the date of final acceptance of the work provided for
in the Contract, then this bond is to be void; otherwise it remains in full force and effect.

Any modifications in or under the Contract and compliance or noncompliance with any formalities
connected with the Contract does not affect Surety's obligation under this bond.

Signed and sealed this _____ day of _____, 2020.

Attest:

By: _____

(As to Corporate Principal) Secretary

Name and Title of Principal

(Corporate Seal)

Witness to Principal

By: _____

Witness to Surety

Name and Title of Surety

(Corporate Seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL FOR PERFORMANCE BOND

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary

(Seal)

STATE OF FLORIDA

COUNTY OF _____

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the _____ and that said individual has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Brevard County, Florida.

Subscribed and sworn to before me this ____ day of _____, 2020, A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

My Commission Number is: _____

BASEFLOW BASIN PROJECT(S)

BID #B-7-20-03

SECTION VII GENERAL CONDITIONS

1. ABBREVIATIONS

- 1.1 References in the specifications to technical societies, organizations, or bodies are made in accordance with the following abbreviations:

AASHTO	American Association of State Highway & Transportation Officials
ACOE	Army Corps of Engineers
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute, Inc.
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWSC	American Welding Society Code
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FS	Federal Specifications
IEEE	Institute of Electrical and Electronic Engineers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards - US Department of Commerce
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
SJRWMD	St. Johns River Water Management District
SPR	Simplified Practice Recommendations
UL	Underwriters Laboratories, Inc.

- 1.2 In the event that the complete title and abbreviation for a society, organization or body is not listed herein, references to specifications or standards of the unlisted society, organization or body will be made using the full title of the society, organization or body.

2. INTENT AND CORRELATION OF DOCUMENTS

- 2.1 The Contract Documents cover, with explicit provisions, all matters relating to the work, which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, been satisfied as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents, for, after the award, no deviation will be allowed from the Owner's Engineer's interpretation thereof. The intent of the Contract Documents is to include all labor, materials,

supplies, appliances, equipment and other incidentals necessary or convenient to the successful completion of the work and the carrying out of all duties and obligations imposed by the Contract Documents. The Contractor shall, in addition, provide all work and materials not shown in detail but necessary for completion of the project as indicated or specified, including a proper and suitable foundation preparation, base or support and a reasonable finish consistent with adjacent work, which is shown or specified. The Contractor shall make plural and complete all work which, to avoid needless repetition or for the sake of brevity, has been shown singly or partially indicated. The Contractor shall follow the Drawings and execute all work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from the Drawings and Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the Owner's Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all work, including extra work, performed under this Contract, whether performed either directly by the Contractor or by any Subcontractor. In case of discrepancy, the governing order of the Contract documents shall follow the order stipulated on Section VIII, Article 2.

- 2.2 The Contract Documents are complementary, and what is called for by any, shall be as binding as if called for by all. The Contractor shall carefully study and compare all Drawings, specifications and other instructions; shall test all figures on the drawings before laying out the work; shall notify the Owner's Engineer of all errors, inconsistencies, or omissions which the Contractor may discover; and obtain specific instructions before proceeding with the work. The Contractor shall not take advantage of any apparent error or omission which may be found in the Drawings or Specifications, but the Owner's Engineer shall be entitled to make such corrections therein and interpretations thereof as the Owner's Engineer may deem necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors in construction, which could have been avoided by such examination and notification and shall correct at the Contractor's expense all work improperly constructed through failure to notify the Owner's Engineer and request specific instructions. In the event of inconsistencies in the requirements of either the Drawings or the Specifications, the more expensive and/or stringent will be required, and in case of conflict between the Special Conditions and General Conditions, the Special Conditions shall take precedence over General Conditions. In case of discrepancy, the governing order of the documents shall be as shown in Section VIII, Paragraph 2.2. The captions or subtitles of the several Articles and Divisions of these Contract Documents constitute no part of the context hereof, but are only labels to assist in locating and reading the provisions hereof.
- 2.3 Full size details shall take precedence over scale drawings and large-scale drawings shall take precedence over small-scale drawings. Computed dimensions shall take precedence over scaled dimensions.
- 2.4 When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the Contractor's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.

- 2.5 Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of the Contractor to determine the actual space requirements for setting and for entrance to the setting space to make all necessary allowances and adjustments therefore in the work without additional cost to the Owner.
- 2.6 Unless otherwise stated, standard specifications or other specifications of the organizations, societies or bodies referred to herein, or to specifications listed therein, shall be to their current editions, and whenever it is stated in the Specifications that materials or work shall conform to the requirements of any of these specifications, work and/or material shall also conform to any other specification referred to therein.

3. NOTICE AND SERVICE

- 3.1 All notices, demands, requests, instructions, approvals and claims shall be in writing.
- 3.2 Any notice to or demand upon the Contractor shall be sufficiently given if delivered to such office of the Contractor specified in the Proposal (or to such other office as the Contractor may from time to time designate to the Owner's Engineer in writing), or if deposited in the United States mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- 3.3 All notices or other papers required to be delivered by the Contractor to the Owner, or to any of its representatives shall, unless otherwise specified in writing to the Contractor, be delivered to the office as indicated in the Contract Documents, and any other notice or demand upon the Owner shall be sufficiently given if delivered to such office, or if deposited in the United States mail in a sealed, postage prepaid envelope, or if delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose).
- 3.4 Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same should have been received in due course of posts, or in the case of telegrams, at the time of actual receipt thereof.

4. COPIES FURNISHED

- 4.1 The Contractor will be supplied with five copies of the Drawings and Specifications. Additional copies, which may be needed by the Contractor, will be furnished at the cost of printing. One complete set of Drawings and Specifications shall be kept on the job by the Contractor and shall be accessible at all times.

5. SHOP DRAWINGS

- 5.1 The Contractor shall submit with such promptness as to cause no delay in the work, all shop or setting drawings and schedules required for the work of the

various trades. Before submitting shop drawings, the Contractor shall check all drawings for accuracy, correlate them, and make necessary corrections in green pencil. The Contractor shall indicate review of these drawings by appropriate stamp denoting the Contractor's approval. Shop drawings submitted to the Owner's Engineer without this stamp will be returned without action. After the Contractor's review, the Contractor shall submit a maximum of five (5) sets of shop drawing prints to the Owner's Engineer for approval.

- 5.2 Shop drawings shall be dated and identified by project name, and shall indicate descriptive names of equipment, type and class of materials, item numbers, reference to Owner's Engineer's drawings, specification reference, and location at which materials or equipment are to be installed in the work. Shop drawings shall be folded to fit in letter size files with the title exposed on the outside fold.
- 5.3 Shop drawings shall be submitted with duplicate transmittal letters containing project name, Contractor's name, number of drawings and other pertinent data. Shop drawings and submittal of data will be reviewed two times; thereafter, all further review time will be charged to the Contractor at a rate of \$100 per hour, which shall not be back charged to the Owner.
- 5.4 The Owner's Engineer shall review shop drawings for items specified in Division 1 through Division 16, with reasonable promptness (a maximum of 14 days), making desired corrections. The Owner's Engineer's approval of such drawings or schedules will not include verification of dimensions or quantities, nor shall it relieve the Contractor from responsibility for deviations from drawings and/or specifications unless the Contractor has, in writing, called the Owner's Engineer's attention to such deviations at the time of submission; nor shall it relieve the Contractor from responsibility for errors of any sort in shop drawings or schedules or proper correlation with other work. The Contractor shall make any corrections required by the Owner's Engineer and file with the Owner's Engineer the specified number of corrected copies.
- 5.5 Additional shop drawings are required if specified by the Owner's Engineer at the Preconstruction conference.

6. OWNERSHIP OF DRAWINGS

- 6.1 All Specifications, Drawings, other Contract Documents and copies thereof furnished by the Owner's Engineer shall remain the property of the Owner. They shall not be used on another project unless such use is authorized by the Owner and, with the exception of those sets, which have been signed in connection with the execution of the Agreement, shall be returned to the Owner upon completion of the project.

7. SAMPLES

- 7.1 The Contractor shall furnish to the Owner for approval all samples of materials as directed. The work shall then be in accordance with approved samples.

8. MATERIALS, APPLIANCES, EMPLOYEES

- 8.1 Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, labor, water, tools, equipment, light, power, transportation and other facilities necessary for expeditious execution and completion of the work in an acceptable manner. Unless otherwise definitely specified, it is a general requirement of the specifications that all materials and workmanship shall meet the requirements of the applicable standard specifications of the American Society for Testing and Materials or of the Federal Standardization Documents as minimum requirements.
- 8.2 The Contractor shall at all times enforce strict discipline and good order among all employees, and shall not employ on the work site any unfit person or anyone not skilled in the work assigned. Anyone whose work is unsatisfactory to the Owner or the Owner's Engineer or who are considered by the Owner or the Owner's Engineer as careless, incompetent, unskilled or disorderly, who use threatening or abusive language to any person having supervision of the work site, or who are otherwise objectionable, shall be dismissed from the work site upon notice from the Owner and shall not be employed on the work site thereafter. No alcoholic beverage shall be allowed on the work site.
- 8.3 All labor described in these specifications or indicated on the drawings and the work specified or indicated, shall be executed in a thoroughly substantial and workmanlike manner and by mechanics skilled in the applicable trade. All materials, fixtures and apparatus shall be installed in an undamaged condition.
- 8.4 Except as otherwise specified, all materials, fixtures and apparatus shall be new and of good quality and shall be delivered to the site of the work in an undamaged condition and shall be properly stored and secured by the Contractor to maintain them in an undamaged condition. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
- 8.5 Whenever materials are sold by the manufacturer in sealed packages, they shall be so delivered on the job and maintained until their use.
- 8.6 The Contractor shall make written request to the Owner's Engineer for, and obtain the Owner's Engineer's written approval of, the use of any material proposed for use when "approved" materials are specified without mentioning any standard by name.
- 8.7 All written requests for approval of materials shall be made within fifteen (15) days after the Contract is signed and before ordering any materials requiring such approval.
- 8.8 If any materials specified shall no longer be available during the progress of the work, or if the quality of the material no longer meets with satisfactory approval of the Owner, the Owner's Engineer shall specify an equal, which will be satisfactory to the Owner's Engineer, with the Owner's approval. Resultant cost modifications, if any, shall be as provided for modifications in the work, by written change order.

- 8.9 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier with the addition of such expressions as "or equal" or "or approved equal", the naming of the item is intended to establish the type, function and quality required. When "or equal" or "or approved equal" is used, materials or equipment of other suppliers may be accepted by the Owner's Engineer if sufficient information is submitted by the Contractor to allow the Owner's Engineer to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by the Owner's Engineer will include the following as may be supplemented in the Specifications. Requests for review of substitute items of material and equipment will not be accepted by the Owner's Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Owner's Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice the Contractor's achievement of Contract completion on time, whether or not acceptance of the substitute for use in the work will require a change in any of the Contract Documents (or in the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting modification, all of which shall be considered by the Owner's Engineer in evaluating the proposed substitute. The Owner's Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute.
- 8.10 The Owner's Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. The Owner's Engineer and Owner will be the sole judges of acceptability, and no substitute will be ordered, installed or utilized without the Owner's Engineer's or Owner's prior written acceptance which will be evidenced by either a Contract modification or an approved Shop Drawing. It is distinctly understood that, (1) the Owner's Engineer's sole judgment is to be utilized in determining whether or not any article, material or item proposed to be substituted is the equal of any article, material or item so specified; (2) the decision of the Owner or Owner's Engineer on all such questions of equality shall be final and binding upon the Contractor and (3) in event of any adverse decision made by the Owner's Engineer, no claim of any sort by the Contractor shall be made or allowed against the Owner's Engineer or Owner. The Owner may require the Contractor to furnish, at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute. The Owner's Engineer will record time required by the Owner's Engineer and their sub-consultants in evaluating substitutions proposed by the Contractor and in making modifications in the Contract Documents occasioned thereby. Whether or not the Owner's Engineer accepts a proposed substitute, the Contractor shall reimburse the Owner for the charges of the Owner's Engineer and their sub-consultants for evaluating

each proposed substitute. Where trade names are specified without the phrase "or equal," or "or approved equal," or where alternate trade names are specified without the phrase "or equal" or "or approved equal", or where alternate trade names are specified without the phrase "or equal" or "or approved equal", such products are hereby approved for quality and no substitution will be permitted.

- 8.11 Materials and equipment shall be so placed as to cause a minimum of inconvenience to other contractors on the work and to the public and to insure protection against deterioration of any kind. The storage piles shall be arranged to facilitate inspections, and any deterioration shall be grounds for rejection.

9. PATENTS AND ROYALTIES

- 9.1 It is mutually understood and agreed that, without exception, Contract prices are to include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, the right for such use shall be provided for by suitable legal agreements with the patentee or owner, and a copy of this agreement shall be filed with the Owner's Engineer; however whether or not such agreement is made or filed as noted, the Contractor and the surety in all cases shall indemnify and save harmless to a limit of \$1,000,000 the said Owner and the Owner's Engineer for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work.

10. SALES TAX AND EXCISE TAX

- 10.1 All sales tax and excise taxes shall be paid by the Contractor, except as otherwise provided in these Contract Documents.

11. SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR

- 11.1 The supervision of the execution of this Contract is vested wholly in the Contractor. The orders, instructions, directions, or requests of the Owner are to be given through the Owner's Engineer or the Owner's Designee. The Contractor shall designate a representative to receive such instructions, directions or requests in the Contractor's absence, and failing to do so, will be held responsible for the execution of them
- 11.2 The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Owner's Engineer, Owner's Designee, and with other contractors in every way possible. The Contractor shall at all times have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the work. Such superintendent shall be furnished irrespective of the work sublet.
- 11.3 The Contractor shall designate the superintendent on the job to the Owner and the Owner's Engineer in writing immediately after receipt of the notice to proceed. The parties understand and agree that the superintendent's physical presence is

indispensable to the successful completion of the work in a good and workmanlike manner. If the superintendent is absent from the job site, the Owner's Engineer or Owner's Designee may deliver written notice to the Contractor and all work on the job of the Contractor and its Subcontractors shall immediately cease.

- 11.4 If the project requires construction of or work inside of confined spaces, then the Contractor shall assign personnel who have successfully completed training programs and are certified by the National Utility Contractors Association, as a Competent Person, Confined Space Coordinator, who shall be present at all times during construction.
- 11.5 The Contractor shall assign a Certified Erosion and Sediment Control Inspector, who has been certified by the Florida Department of Environmental Protection, who shall be present at all times during construction activities.
- 11.6 The Contractor shall be solely and wholly responsible for delivering the completed work in a good and workmanlike condition and for the good condition of the work and materials until final acceptance and formal release from the obligations. The Contractor shall bear all losses resulting because of the weather, fire, the elements, or other causes of every kind or nature.
- 11.7 The Contractor shall provide and maintain at the Contractor's expense, in a sanitary condition, such accommodations for the use of the Contractor's employees as are necessary to comply with the requirements and regulations of the State Department of Health and Rehabilitative Services or the County Health Department. The Contractor shall commit no public nuisance. The Sanitary Facilities shall be placed at least 500-feet from the nearest potable water well. The Sanitary Facilities must also be placed so that they do not obstruct any drainage structures or pose a risk of an illicit discharge into any stormwater system. Toilets shall have incorporated therein-approved metal or plastic containers, which shall be tightly closed, and all waste shall be transported away from the site of the work and disposed of properly.

12. PROGRESS AND SUBMITTAL SCHEDULES

- 12.1 At the pre-construction conference, or at the request of the Owner, the Contractor shall submit to the Owner a construction progress schedule, which shall show chronologically all operations contemplated and necessary for the successful completion of the work within the agreed Contract time. The Contractor shall not commence construction operations until the construction progress schedule has been approved by the Owner. After approval of the construction progress schedule, no deviations from it shall be made without prior approval from the Owner. If requested by the Owner, the Contractor shall submit a schedule of values of lump sum items, which indicate costs in relation to the progress schedule and unit costs. Whenever adjustments to the progress schedule are necessary, a new progress schedule shall be submitted to the Owner with the monthly payment request.
- 12.2 The Contractor shall prepare and submit to the Owner an estimated monthly payment request based on the approved construction progress schedule for each month in the schedule, if required by the Owner.

13. PRE-CONSTRUCTION CONFERENCE

- 13.1 Before starting the work, a pre-construction conference, will be held to review the above schedule, to establish procedures for handling shop drawings, to review the SWPPP, and other submissions, and to establish a working understanding between the Parties as to the Project. Present at the conference will be the Owner's Designee(s), Owner's Engineer, the Resident Construction Monitor, the Contractor and the Superintendent, subcontractors and suppliers of major items of work, and/or other concerned parties familiar with the work and authorized to conclude matters relating to the work, or as requested by the Owner.
- 13.2 Items to be discussed at the pre-construction conference include but are not limited to:
- a) Construction Schedule
 - b) Critical Work Sequencing
 - c) Designation of Responsible personnel
 - d) Procedures for processing field decisions and Change Orders
 - e) Procedures for processing Pay Applications
 - f) Submittal of Shop Drawings
 - g) Maintenance of Traffic
 - h) Contractor's SWPPP
 - i) Office, Work and Storage Areas
 - j) Safety Procedures
 - k) Housekeeping
 - l) Working Hours

14. PERMITS AND REGULATIONS

- 14.1 The Owner has applied for and/or obtained the permits in the appendices. All other permits, including but not limited to any needed Consumptive Use permits, National Pollutant Discharge Elimination System permit or any needed explosive permit, must be obtained by the Contractor. Determining whether these permits are required, and obtaining the permits if so determined, is solely the responsibility of the Contractor.
- 14.2 The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, the Contractor shall promptly notify the Owner's Engineer in writing, and any necessary modifications shall be adjusted as provided in the Contract for modifications in the work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Engineer, the Contractor shall bear all costs arising there from.
- 14.3 The Contractor shall strictly observe all applicable laws and regulations as to public and occupational safety, health and sanitation.

- 14.4 The Contractor shall be held responsible for any violation of laws or ordinances affecting in any way the conduct of all persons engaged, or the materials or methods used by the Contractor, on the work.
- 14.5 The Contractor shall save harmless the Owner and all of its officers, agents and servants, including the Owner's Engineer and the Owner's Engineer's representatives, against any claims or liability arising from, or based on, the violation of any such laws, bylaws, ordinances, regulations, orders or decrees, whether violated by the Contractor, the Contractor's employees, agents, subcontractors, etc.

15. PROTECTION OF PRIVATE PROPERTY AND THE PUBLIC

- 15.1 The Contractor shall continuously maintain adequate protection of all work from damage and shall protect public and private property from injury or loss arising in connection with this Contract. The Contractor shall make redress for any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- 15.2 It shall be incumbent upon the Contractor to protect private property. The Contractor shall notify each property owner the required days prior to beginning his construction operations, as required in Section VII 46 ("Construction Notification to Private Property Owners"). Private property outside the limits of construction and/or street rights-of-way that are disturbed by construction shall be restored by the Contractor to its original condition at the Contractor's expense. There shall be no extra pay for this work and the anticipated cost of the work must be included in the Contract price.
- 15.3 Any property outside the limits of construction such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures, trees and shrubbery, not indicated on the plans or noted on the specifications as being altered or removed by construction, shall be protected or if disturbed, shall be restored by the Contractor, at the Contractor's expense, to a condition equal to, or better than that existing at the time of Award of Contract. There shall be no extra pay for this work and the anticipated cost of the work must be included in the Contract price.
- 15.4 The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State, and local safety laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and Amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.
- 15.5 The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards, including sufficient lights, buoys, markers and danger signals on or near the work, from sunset to sunrise; the Contractor shall erect suitable railings, barricades, or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; the Contractor shall provide all necessary watchmen on the work by day or by night for the safety of the public; and the Contractor shall take all necessary precautions to prevent accidents and injuries to persons or

property in or about the work. This shall be accomplished in accordance with the Supplemental Specifications and Technical Specifications.

- 15.6 In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor shall act promptly at the Contractor's discretion to prevent such threatened loss or injury, and shall so act, without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by the Owner's Engineer.
- 15.7 Should warnings of winds of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include but not be limited to closing all openings, removing all loose materials, tools and/or equipment from exposed locations; and removing or adequately securing scaffolding and other temporary or partially completed work. Storm drains shall be checked prior to the storm.
- 15.8 The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including landscaping, walks, docks, seawalls, structures) on the premises and property of owners of any land adjoining, which may be caused by the Contractor or the Contractor's employees, agents, subcontractors, etc., or which the Contractor or they might have prevented. The Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, vibration or construction operations, and to this end shall take such steps as may be necessary or directed, to protect the property there from; the same care shall be exercised by all Contractor's and Subcontractor's employees.
- 15.9 Buildings, sidewalks, fences, docks, seawalls, shade trees, lawns and all other improvements shall be duly protected from damage by the Contractor. Property obstructions, such as sewers, drains, water or gas pipes, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced if avoidable. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the work.
- 15.10 The Contractor shall maintain satisfactory access to all adjacent properties at all times during the project.

16. INSURANCE

- 16.1 The Contractor shall provide and maintain during the life of this Contract "Workers' Compensation Insurance" for all of the Contractor's employees employed at the site of the project and, in case any work is sublet, the Contractor shall require each Subcontractor similarly to provide "Workers' Compensation Insurance" for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. This coverage must include Employer's Liability with a limit of at least \$100,000 for each accident.

- 16.2 The Contractor shall indemnify and save harmless to the limit allowed by law, the Owner and the Owner's Engineer and their agents, and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The obligation of the Contractor under this Article shall not extend to the liability of the Owner's Engineer, their agents or employees arising out of errors or omissions in maps, drawings, opinions, reports, surveys, contract modifications, designs or specifications that have been prepared by the Owner's Engineer. The Contractor agrees that \$1,000 shall be included as specific consideration for this indemnification in the bid price for the work covered by this Contract.
- 16.3 Insurance shall be provided and maintained with a combined single limit of \$1,000,000 for each occurrence in each of these policies with the Owner and Owner's Engineer named as additional insured as follows:
- a) Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard, and Underground Property Damage Hazard, Contractual Liability under this Contract. **Certificate of Insurance must explicitly state that "X", "C", and "U" are included in this coverage.**
 - b) Comprehensive Auto Liability Insurance covering any auto.
- 16.4 In any and all claims against the Owner or the Owner's Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other employee benefit acts.
- 16.5 Before starting the work, the Contractor will file with the Owner and the Owner's Engineer certificates of such insurance, acceptable to the Owner. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least 30 days prior written notice has been given to the Owner and the Owner's Engineer.

17. AUTHORITY OF ENGINEER

- 17.1 The supervision of the execution of this Contract is vested wholly in the Contractor. The orders, instructions, directions, or requests of the Owner are to be given through the Owner's Engineer or the Owner's Designee. The Contractor shall designate a representative to receive such instructions, directions or requests in

the Contractor's absence, and failing to do so, will be held responsible for the execution of them.

- 17.2 The Owner, through the Owner's Engineer or Owner's Designee, and acting upon the Owner's Engineer's advice, shall have the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the work and shall not remove any equipment, tools, lumber or other materials without the written permission of the Owner's Engineer or the Owner's Designee.
- 17.3 The Owner's Engineer and the Owner's Designee will have authority to disapprove or reject work, which the Owner's Engineer reasonably believes to be defective, and under such circumstances will also have authority to require special inspection or testing of the work at the Contractor's expense, whether or not the work is fabricated, installed or completed.
- 17.4 The Engineer is a representative of the Owner. Any instructions, advice, or recommendations, which the Owner's Engineer may give the Contractor, are given in the name of the Owner and by the Owner's authority and consent. However, the Owner's Engineer shall not supplant the Contractor in the Contractor's conduct, direction and supervision of the work, unless specifically directed to do so by the Owner, in writing, under appropriate terms of the Contract Documents. All modifications and instructions of the Owner to the Contractor shall be given through the Owner's Engineer, if so directed by the Owner. The Owner may have the option to communicate directly with the Contractor at any given time during the course of the work. It is recognized that the Contractor is wholly and solely responsible for delivery to the Owner of the completed work in a good, safe and workmanlike condition.

18. OBSERVATION OF THE WORK

- 18.1 The Owner and the Owner's Engineer shall have free access to the materials and the work at all times for measuring or observing the same, and the Contractor shall afford all necessary facilities and assistance for so doing.
- 18.2 After written authorization to proceed with the work, the Owner's Designee and the Owner's Engineer will:
 - a) Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, if the work is proceeding in accordance with the Contract Documents; the Owner's Engineer will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. The Owner's Engineer will not be responsible for the construction means, methods, procedures, techniques and sequences, nor for the Contractor's failure to perform the construction work in accordance with the Contract Documents. The Owner's Engineer will not be responsible for safety precautions and procedures in connection with the work; and during such visits, based on on-site observations as an experienced and qualified design professional, the Owner's Engineer will keep the Owner informed of

the progress of the work, and will endeavor to guard the Owner against defects and deficiencies in the Contractor's work and may disapprove work as failing to conform to the Contract.

- b) Check and approve or disapprove samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents, and assemble written guarantees which are required by the Contract Documents.
- c) Consult and advise with the Owner, act as the Owners' representative at the project site, issue all instructions of the Owner to the Contractor and prepare routine Contract modifications as required.
- d) Based on on-site observations as an experienced and qualified design professional and on review of the Contractor's applications for payment, determine the amount owing to the Contractor, and approve in writing payment to the Contractors in such amounts; such approvals of payment to constitute a representation to the Owner, based on such observations and review of the data comprising such applications, that the work has progressed to the point indicated and that, to the best of the Owner's Engineer's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, subject to the results of any subsequent test called for in the Contract Documents and any qualifications stated in the Owner's Engineer's approval. Such partial and final payments will be as specified elsewhere herein except as modified in this Paragraph.
- e) Conduct, in company with the Owner, a final inspection of the project for conformance with the design concept of the project and compliance with the information given in Contract Documents, and approve in writing final payment to Contractor.

19. EXAMINATION OF THE WORK

- 19.1 The authority and duties of the Resident Construction Monitor, who may be an employee of the Owner or the Owner's Engineer, are limited to examining the material furnished, observing the work done and reporting their findings to the Owner and Owner's Engineer. The Owner's Engineer does not underwrite, guarantee or insure the work done by the Contractor. It is the Contractor's responsibility to perform the work in all details in accordance with the Contract Documents, and the Owner's Engineer shall never be responsible or liable to either the Owner or the Contractor or any other party by reason of the Contractor's failure to do so. Failure by the Owner's Engineer or by any Resident Construction Monitor or other representative of the Owner engaged in on-the-site observation to discover defects or deficiencies in the work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability there for to the Owner, or subject the Owner's Engineer to any liability to the Owner, the Contractor, or any other party for any such defect or deficiency. The Contractor shall notify the Resident Construction Monitor 48 hours in advance of readiness

for any inspections. The Resident Construction Monitor will call the Owner's Engineer and schedule the inspection as necessary.

- 19.2 Resident Construction Monitors shall have no authority to permit deviation from or to modify any of the provisions of the Drawings or Specifications without the written permission or instruction of the Owner's Engineer.
- 19.3 The Owner's Engineer, representatives, employees, or any Resident Construction Monitor in the employment of the Owner will not have authority to supervise, direct, expedite or otherwise control and instruct or order the Contractor or the Contractor's employees in the fulfillment of the Contractors' obligation. The Owner's instructions, orders, directions and/or orders to the Contractor shall be given only through the Owner, or the Owner's employees. The Owner's Engineer may only advise the Contractor when it appears to the Owner's Engineer that the work and/or materials do not conform to the requirements of the Contract Documents, including the Drawings and Specifications.
- 19.4 The payment of any compensation, irrespective of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative, or any other Brevard County employee, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.
- 19.5 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Resident Construction Monitor 48 hours' notice of readiness therefore. The Contractor will furnish the Resident Construction Monitor and Owner's Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, or such other applicable organization as may be required by law or the Contract Documents. If any such work required so to be inspected, tested or approved is covered without written approval of the Resident Construction Monitor, it must, if requested by the Resident Construction Monitor, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.
- 19.6 If the Contractor desires to carry on work outside the regular hours or on Saturdays, Sundays or holidays, the Contractor shall submit a request in writing to the Owner or the Owner's Engineer in charge and shall allow ample time to enable satisfactory arrangements to be made.

20. DEFECTIVE WORK

- 20.1 If defects are found in the Work before final acceptance, the Contractor shall promptly correct such defects and remove and dispose of all defective or unsatisfactory work or materials, although the defects may have been overlooked by the Owner's Engineer or the Owner's employees, or may have been the result of damage from any cause.

- 20.2 Should the Contractor fail or refuse to remove and renew any defective work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the Owner's Engineer shall, under these conditions, after securing the Owner's concurrence, cause the unacceptable or defective work to be removed or renewed, or such repairs as may be necessary to be made at the Contractor's expense. Any expense incurred by the Owner in making these removals, renewals or repairs, which the Contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the Contractor, or shall be assumed by the Surety. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner, shall be sufficient cause for the Owner to declare the Contract in default, in which case the Owner at its option may contract with any other individual, firm or corporation to perform the work.
- 20.3 All costs and expenses incurred by the Owner due to the default of the Contractor shall be charged against the defaulting Contractor, and the amount thereof deducted from any monies due, or which may become due, or shall be charged against the Performance Bond. Any special work performed, as described herein, shall not relieve the Contractor in any way from the Contractor's responsibility for the work.

21. ALTERATIONS OR MODIFICATIONS IN DRAWINGS & SPECIFICATIONS

- 21.1 The right is reserved for the Owner or the Owner's Engineer to make without notice to the Surety from time to time, such alterations in the Drawings or in the character of the work as the Owner's Engineer may consider necessary or desirable to complete the proposed work to the Owner's Engineer's satisfaction and consistent with the general intention of the Contract Documents, subject to the approval of the Owner. Notice of every such alteration or modification shall be given in writing to the Contractor, and no such alteration or modification shall be considered as constituting a waiver of any of the provisions of the Contract Documents, or as nullifying or invalidating any such provisions. Should any such alteration or modification result in an increase or decrease in the quantity or the cost of the work or materials described in the Proposal, the total amount payable under the Contract will be accordingly modified through the use of a written Change Order request. If alterations or modifications are thus made, the time for completion of the Contract will be correspondingly modified, if the Contractor so requests, before commencing the work attributable to such alterations or modifications.

22. EXTRA WORK

- 22.1 The Contractor shall do all extra work that may be ordered in writing by the Owner or the Owner's Engineer acting on the specific authority of the Owner arising out of the modification of the Specifications or Drawings made or approved by the Owner. For this work, the Contractor shall be paid at the rates named in the Contract for work of a similar nature and character. If the extra work be of a class for which no rate is fixed in the Contract, the actual reasonable cost as determined by the Owner's Engineer, plus fifteen percent of said cost for profit and general expense shall be paid the Contractor. No claim for extra work shall be allowed unless the same was ordered in writing

- 22.2 The compensation herein provided shall be received and accepted by the Contractor as payment in full for all extra work done.
- 22.3 The Contractor's representative and the Owner's Resident Construction Monitor shall compare records of extra work done at the end of each day. Such records shall be made in triplicate upon a form provided for such purpose by the Owner's Engineer and shall be signed by both the representatives referred to herein, one copy being submitted to the Owner's Engineer, a second copy being submitted to the Owner, and the third copy being retained by the Contractor.
- 22.4 All extra work shall be done in compliance with Article 4-3 of FDOT Standard Specifications, Latest Edition. Contractor shall provide written notification of any differing site conditions within 24-hours of becoming aware of such condition.
- 22.5 Where extra work is performed by a subcontractor, the Contractor is limited to a total of 15% of the subcontractor charges as overhead, profit, insurance, bonding, etc.

23. DISPUTE RESOLUTION

- 23.1
 - a) Within three (3) days after denial of a Contractor's change order or Contract modification request in an amount, individually or in total, less than the authorized purchasing level approved for the County Manager by the County Commission (currently at \$100,000) the Contractor may submit to the County Manager or a designee with experience in the oversight of construction projects for a department or business other than the department responsible for monitoring the disputed request, documentation of the Contractor's position in the dispute or disagreement. The County Manager or designee, within five (5) days after the receipt of the Contractor's documentation, shall review the request and make a final determination as to whether denial was arbitrary or capricious based upon the sufficiency of the work under the terms of the Contract, applicable regulations and relevant construction standards. Based upon the sufficiency and degree of completion, as well as any defects in the work and the amount reasonably required, if any, to correct or repair defective work, the reviewer shall make the final determination as to whether a written change order or Contract modification should be approved by the County Manager.
 - b) If the denied request or disputed amount exceeds the County Manager's purchasing authority, the County Manager shall present a report, recommendation and the Contractor's claim and documentation, to the County Commission for a final determination within thirty (30) days after receiving the Contractor's documentation for the claim. The Commission shall make its decision using the standards specified in subparagraph (a) above.
- 23.2 Within thirty (30) days after denial of a request for a change order or Contract modification by the project manager or engineer involving 1) an amount in excess of the County Manager's expenditure authority or 2) for the amount the Contractor claims to be due at the time the project is ready for beneficial use or occupation, the County may, at the County's option in lieu of the procedure specified in Paragraph 23.1, submit the dispute to a mediator with knowledge or experience in

construction management, as agreed upon by the parties. Upon referral to a mediator, the Owner and Contractor shall each pay half the estimated cost of the mediator, up front. Within fifteen (15) days after the date of submittal, the mediator, applying the standards set forth in Paragraph 23.1, shall investigate the dispute and submit a written recommendation for disposition of the dispute to the County Manager or a designee with the qualifications specified in Paragraph 23.1. Within fifteen (15) days after receiving the mediator's recommendation, the County Manager shall submit the recommendation to the County Commission, along with a staff report analyzing the dispute and mediator's recommendation. Based on the standards set forth in Paragraph 23.1 above, the Commission shall decide whether to grant or deny, in whole or in part, the amounts recommended by the mediator. The Commission's decision will be deemed final action on the disputed claim for the purposes of ripening the decision for judicial review. If the mediator recommends that no change order or Contract modification be granted, the Contractor shall reimburse the County for any amounts paid by the County to the mediator.

- 23.3 The deadlines for completing the dispute process described in Paragraphs 22.1 and 22.2 may be extended by mutual agreement of the Contractor and the County.

24. FAILURE TO PERFORM WORK

- 24.1 At Owner's option if the Contractor shall fail to begin the work called for by the Contract within the time specified in the Notice to Proceed, or fails to perform the work continuously with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the work within the prescribed time, or shall perform the work unsatisfactorily, or shall neglect or refuse to remove materials or to perform such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or shall become insolvent, or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Owner may give notice in writing to the Contractor and to the Surety of such delay, neglect, or other default, specifying the conditions pertaining thereto and directing the Contractor to cure the same.
- 24.2 If the Contractor shall not cure such conditions within five (5) calendar days after receipt of such notice, the Owner shall, upon written report from the Owner's Engineer reciting the facts of such delay, neglect or default, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, to enter into an agreement with another Contractor for the completion of the work or to use such other methods as, in the opinion of the Owner, shall be required for the completion of the work in an acceptable manner.
- 24.3 All costs and charges incurred by the Owner together with the costs of completing the work under the Contract shall be deducted from any monies due or which may become due. In the event that the expense so incurred by the Owner shall be less than the sum which would have been payable under the Contract if the work had been completed by the Contractor, the Contractor shall be entitled to receive the

difference; in case such expense shall exceed the sum which would have been payable under the Contract, the Contractor and the Surety shall be liable and shall pay to the Owner the amount of such excess.

25. TERMINATION

- 25.1 In the event the Owner does not choose the notice and possible cure option in Article 23 above, the performance of work under this Contract may be terminated by the Owner in accordance with this clause in whole, or in part from time to time, whenever the Owner shall determine that such termination is necessary. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective
- 25.2 After receipt of a Notice of Termination, and except as otherwise directed by the Owner or the Owner's Engineer, the Contractor shall:
- a) Stop work under this Contract on the date and to the extent specified in the Notice of Termination.
 - b) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract as is not terminated.
 - c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - d) Assign to the Owner, in a manner, at the times, and to the extent directed by the Owner's Engineer, all of the right title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner shall have the right, in the Owner's discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner to the extent the Owner may require, which approval or ratification shall be final for all the purposes of this clause.
 - f) Transfer title and deliver to the Owner, in the manner, at the times, and to the extent, if any directed by the Owner's Engineer, the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination.
 - g) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
 - h) Take action as may be necessary or as the Owner may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

- 25.3 After receipt of a Notice of Termination, the Contractor shall submit to the Owner the Contractor's termination claim, in the form and with the certification prescribed by the Owner or the Owner's Engineer. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by the Owner. No claim will be allowed for machinery and equipment rental expense incurred after the effective date of Notice of Termination. Upon failure of the Contractor to submit a termination claim within the time allowed, the Owner or the Owner's Engineer shall determine, on the basis of information available to the Owner or the Owner's Engineer, the amount, if any, due to the Contractor by reason of the termination and shall thereupon advise the Owner the amount so determined.
- 25.4 The Contractor and the Owner may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the agreed amount. Nothing in this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this Paragraph.
- 25.5 In the event of the failure of the Contractor and the Owner to agree as provided in the preceding Paragraph on the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, the Owner or the Owner's Engineer shall determine, on the basis of information available to the Owner or the Owner's Engineer, with respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of the cost of such work and a sum, as a profit, equal to two percent (2%) of said cost of the work, which represents the cost of articles or materials delivered to the site, but not incorporated in the work and in place on the effective date of the Notice of Termination, plus a sum equal to eight percent (8%) of the remainder to such amount, but the aggregate of such sums shall not exceed six percent (6%) of the whole of the amount determined above; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this Paragraph and an approximate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.
- 25.6 The total sum to be paid to the Contractor shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Owner's Engineer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner.

- 25.7 In arriving at the amount due the Contractor under this clause there shall be deducted (1) all unliquidated advance or other payment on account theretofore made to the Contractor, applicable to the terminated portion of this Contract, (2) any claim which the Owner may have against the Contractor in connection with this Contract, and (3) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things kept by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Owner.

26. ASSIGNMENT OF CONTRACT

- 26.1 No assignment by the Contractor of this Contract or of any part thereof, or any monies due, or to become due there under shall be made without the prior approval of the Owner, which approval will be given only after the Surety on the Performance and Payment Bonds has informed the Owner in writing that it has no objection to such assignment being made.
- 26.2 In the event that the Contractor shall undertake to assign all or any part of any monies due, or to become due, under this Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the rights of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all work embraced by this Contract.
- 26.3 The conditions and requirements of subletting and assigning of Contracts contained in Article 8-1 of the FDOT Standard Specifications shall apply to this Contract.

27. SUBCONTRACTORS

- 27.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work, which under normal contracting practices are performed, by such specialty subcontractors.
- 27.2 The Contractor shall not award any work to any subcontractor without prior written approval of the Owner. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the Owner.
- 27.3 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

28. SEPARATE CONTRACTS

- 28.1 The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Contractor's work with theirs.
- 28.2 If any part of the Contractor's work depends on proper execution or results upon the work of any other contractor, the Contractor shall examine and promptly report to the Owner and Owner's Engineer any defects in such work that renders it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute the Contractor's acceptance, at the Contractor's own risk, of the other contractor's work as fit and proper for the reception of the Contractor's work, except as to defects which may develop in the other contractor's work after the execution of the work under this Contract.
- 28.3 To ensure the proper execution of the Contractor's subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner and Owner's Engineer any discrepancy between the executed work and the Drawings.

29. DISTRIBUTION OF WORK

- 29.1 The arrangement of the Specifications in sections, under general titles descriptive of the principal materials or trades covered, is for convenience. This subdivision follows trade practice as far as seems practical without unreasonably complicated or minute breakdown. Under many divisions, it has seemed proper to include items of other trades or types of materials, the use or the installation of which is closely related to the principal subject of that division. Such arrangement shall not operate to make the Owner's Engineer an arbitrator to establish subcontract limits between Contractor and Subcontractor.
- 29.2 The Contractor and all Subcontractors shall study the Drawings and Specifications in sufficient detail to assure that all required items are included. It shall be the General Contractor's responsibility to so arrange and distribute the work that all required items are provided by the proper trades and at the proper times, without controversy as to contract obligation, or as to jurisdiction, and the Contractor shall make all necessary adjustments to this end.

30. NO WAIVER OF LEGAL RIGHTS

- 30.1 Observation by the Owner's Engineer, Resident Construction Monitor, or by any duly authorized representatives, any measurement or report by the Owner's Engineer, any order by the Owner for the payment of money, any payment for or acceptance of any work or any extension of time or any possession taken by the Owner shall not operate as a waiver of any provision of this Contract, or any power therein preserved to the Owner, or of any right to damages therein provided. Any waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach.

- 30.2 The Owner reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet requirements of this Contract. The Owner further reserves the right, should proof of defective work on the part of the Contractor be discovered after the final payment has been made, to claim and recover by process of law, such sums as may be sufficient to correct the error, or make good the defects in the work.
- 30.3 Any waiver of any provision of the Contract Documents shall be specific, shall be in writing, shall apply only to the particular item or matter concerned, and shall not apply to other similar or dissimilar items or matters.

31. SCOPE OF PAYMENT AND PAY QUANTITY

- 31.1 The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools, equipment and transportation, and for performing all work required to complete the work under this Contract; and also in full payment for all loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until its final acceptance by the Owner.
- 31.2 The prices stated in the Proposal include all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during observation and/or inspection, together with any and all other costs and expenses for performing and completing the work as specified.
- 31.3 Where the pay quantity for any item is designated to be based on plan quantity, such quantity will be revised only in the event that it is determined to be significantly in error. Any error shall be deemed significant if the quantity will increase or decrease in excess of five (5) percent of the original plan quantity for such item or the amount due to that item will increase or decrease in excess of \$5,000.00 (whichever is smaller). In general, such revisions, where significant, will be determined by final measurement and/or plan calculations as additions to or deductions from original plan quantities.

32. BASIS OF PAYMENT

- 32.1 The basis of payment shall be the Contract Lump Sum Price named in the Bid Pricing Form.

33. PARTIAL AND FINAL PAYMENTS

- 33.1 For the purpose of preparing a monthly estimate for partial payment, the Contractor will make an approximate estimate of the value of all work done as of the last day of each calendar month, and will deduct the retainage (see Article V, Paragraph 6.1) thereof and all previous payments and charges and the balance will be paid by the Owner to the Contractor on or about thirty days after submittal to the Owner. The Contractor shall review and sign each monthly estimate and submit same to the Owner's Engineer or to the Owner, as directed. Such submittal constitutes request for payment by Contractor. The retainage which is deducted each month

is reserved by the Owner as a partial guaranty to the Owner of the faithful execution of this Contract. As a consideration of payment minus retainage, the Owner shall have the right to enter upon and put into proper service any or all parts of the work which may be in condition for use; however, such use shall not be construed as the final acceptance and the commencement of the one (1) year guarantee bond period for any or all parts of the work, unless final acceptance is made for the complete project at that time. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the Owner of any part of the work so used.

- 33.2 Upon receipt of written notice from the Contractor that the work has been completed in conformity with the Drawings and Specifications and any approved modifications thereto, the Owner or the Owner's Engineer shall promptly examine the work, the job area (which includes haul roads for damages from heavy loads), and making such tests as the Owner's Engineer may deem proper and using all of the care and judgment normally exercised in the examination of completed work by a properly qualified and experienced professional Owner's Engineer, and shall be satisfied that the Contractor's statement appears to be correct. The Owner's Engineer shall then inform the Owner in writing that the Owner's Engineer has examined the work and that it appears to conform to the contract drawings, specifications, and any approved contract modifications and that the Owner's Engineer recommends acceptance and final payment to the Contractor. However, it is agreed by the Owner and the Contractor that such statement by the Owner's Engineer does not in any way relieve the Contractor from the Contractor's responsibility to deliver a completed job in good and workmanlike condition, and does not render the Owner's Engineer or the Owner liable for any faulty work done or materials used by the Contractor.
- 33.3 The Owner or the Owner's Engineer will then make a final estimate of the value of all work done and will deduct therefrom all previous payments which have been made. If applicable, the Owner's Engineer will report such estimate to the Owner together with the Owner's Engineer's recommendation as to the acceptance of the work or the Owner's Engineer's findings as to any deficiencies therein. Such recommendation as to the acceptance of work by the Owner's Engineer will be made to the Owner's Engineer's best knowledge and belief. After receipt and acceptance by the Owner of the properly executed Affidavit and Release of Lien and within sixty (60) days after approval of Owner's Engineer's final estimate and recommendation by Owner, the amount of the estimate, less any charges or damages herein provided for, will be paid. Upon final payment, the Owner shall be released by the Contractor from all liability whatever growing out of this Contract, except for the balance, if any, of such amount as may have been retained to cover charges, claims or damages, as specified; and if the Owner is satisfied that no such charges, claims or damages exist or will arise, no such amount will be retained. All prior estimates are subject to correction in the final estimate.
- 33.4 The initial partial payment shall be submitted on an Application for Payment Form and shall be accompanied by the schedule of values for each subcontractor, principal supplier and fabricator and list of products.
- 33.5 Each request for a partial payment shall be accompanied by an executed copy of the Certification of Contractor as provided in these documents.

- 33.6 After the initial partial payment, the Contractor shall additionally submit to the Owner an original signed Partial Release of Lien from each of the Contractor's subcontractors, material suppliers, equipment suppliers, and other companies and/or persons furnishing services, materials and/or equipment to the project that they have been paid from the previous month's payment for their services and supplies rendered. The partial lien release should include the value of their work and the amount they have been paid at the time the release is signed.
- 33.7 If during the final inspection, the Owner or the Owner's Engineer finds that the work is improperly performed or in any way inadequate and will require subsequent or additional inspections, the Contractor shall bear the expense of all such additional inspections at the rate of \$100.00 per hour. The inspection time shall include travel time from the Owner or the Owner's Engineer's office to the project site and back. If such additional inspections are required after the contract completion time, their expense shall be included in and covered by the liquidated damages.
- 33.8 The Owner may make final payment retainage releases when all of the contract work has been completed, the as-built drawings have been received and approved by the Owner's Engineer, all necessary paperwork has been received and approved, all final releases of liens have been received from the subcontractors and suppliers and there are no contract modification to be approved by the Board of County Commissioners.
- 33.9 Notwithstanding the foregoing, pursuant to section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the County with a written consent from the Surety regarding the Project or payment in question, no such releases or waivers shall be required. The Surety may, in a writing served on the County, revoke its consent or direct that the County withhold a specified amount from a payment, which shall be effective upon receipt.
- 33.10 May, at its own discretion, issue joint checks to the Contractor, suppliers, and materials men when the Board has indications that the Contractor is not making payments in a timely manner, or when deemed appropriate by the Owner.

34. MEASUREMENT AND PAYMENT

- 34.1 Measurement and payment for work items for which direct payment is provided will be achieved as required by the Contract Documents. When no direct payment for work or materials is provided in the Contract Documents or shown, indicated or noted on the Drawings, compensation therefore shall be included in the Contract Unit or Lump Sum Prices for the several pay items under this Contract and shown and listed in the Proposal.
- 34.2 There will be no payment for overhead, profit, or miscellaneous expenses for any items totally deleted from the Contract in a timely manner.

35. AFFIDAVIT AND RELEASE OF LIEN

- 35.1 When the work has been completed, the Contractor shall execute a Final Release and an Affidavit declaring that all bills have been paid in full.

35.2 These documents will be furnished to the Owner in a form similar to those which appear on the following pages:

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on Application for Payment No. _____ are correct, that all work has been performed and/or materials supplied in full accordance with the terms and conditions of this Contract, dated _____, 2020, between Brevard County, Florida (Owner) and _____ (Contractor).

I further certify that all just and lawful bills against the undersigned and the undersigned's subcontractors and suppliers for labor, material and equipment employed in the performance of this Contract have been paid in full accordance with their terms and conditions; that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged; and that there are no Vendor's, Mechanics', or other Liens or rights to liens or conditional sales contracts which should be satisfied or discharged before such payment is made.

Date: _____ Contractor: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me this ____ day of _____, 2020, _____ known (or made known) to me to be the _____ of _____ Contractor(s), who subscribed and swore to the above instrument in my presence.

Notary Public Signature

(Seal)

Notary Public Name (typed or printed)

My commission number is: _____

My commission expires: _____

The Contractor shall execute this Certificate and attach it to each Application for payment.

**BASEFLOW BASIN PROJECT(S)
PARTIAL PAYMENT ESTIMATE NO. _____**

CONTRACTOR: _____

ENGINEER: _____

OWNER: _____

Brevard County Natural Resources Management Department
2725 Judge Fran Jamieson Way, Suite A-219
Viera, FL 32940

Project Name: _____
Project No.: _____
Period Covered: _____ through _____

Partial Payment Estimate No.: _____
Submittal Date: _____

CONTRACT DATA

Notice to Proceed _____
Calendar Days to Complete _____
Original Substantial Completion _____
Original Final Completion _____
Present Substantial Completion _____
Present Final Completion _____
*Days Ext, allowed to date _____
Original Contract Amount \$ _____
Revised Contract Amount \$ _____
*Adjustments to Date % _____
Percentage Complete % _____
Percentage Complete % _____

SUMMARY OF JOB STATUS

Total Work Completed \$ _____
Less Liquidated Damages \$ _____
Subtotal \$ _____
Less Retainage \$ _____
Subtotal \$ _____
Less Previous Payments \$ _____
Amount Due This Period \$ _____

Contractor's Certification

As authorized agent for the Contractor, I, the undersigned, hereby certify that to the best of my knowledge and belief, this is a true and correct statement of work performed and materials delivered. I further certify that the Contractor has good title for all materials delivered under this Partial Estimate and there are no vendor's liens, mechanic's liens, or rights to liens (time) against this job, and that all previous Partial Payments received under this Contract have been applied to discharge in full all of the Contractor's obligations reflected in prior Partial Payment requests, and that hourly wages paid to all employees on this project for the period of this estimate are in accordance with the wage scale determination contained in the Contract Documents.

Approved for Payment: _____

(Contractor)

(Owner)

By: _____
Date: _____

By: _____
Date: _____

*See Applicable Change Order or Supplementary Agreement for approved changes to Contract amount/time.

AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____ who, after being first duly sworn, upon oath deposes and says that all lienors contracting directly with, or directly employed by (him, them, it) and that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act) as amended, have been paid and discharged, and that all bills, wages, fees, claims and other charges incurred by _____ relating to the work performed on the **BASEFLOW BASIN PROJECT(S)** have been paid and discharged.

SIGNED: _____

By: _____

WITNESSES:

SWORN AND SUBSCRIBED TO BEFORE ME THIS ____ day of _____, 2020.

Notary Public Signature

Notary Public (Type or Print)

(SEAL)

My commission expires: _____

My commission number is: _____

CHANGE ORDER NO. _____ to Contract No. _____

Project Title: BASEFLOW BASIN PROJECT(S)

Contractor:

Date:

<u>Contract Funds</u>	<u>Contract Time</u>
Original Contract Amount:	Original Contract Date:
Previous Change Orders:	Previous Change Orders: days
Previous Contract Sum:	Previous Contract Date:
Current Change Order:	Current Change Time: days
New Contract Total:	New Contract Date:

Previous Contract Modifications:

Description of Change (Attach additional sheets if required)	<u>Decrease</u>	<u>Increase</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Proposed Contract Modification:

Description of Change (Attach additional sheets if required)	<u>Decrease</u>	<u>Increase</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Substantial Completion Date (_____ calendar days):

Final Completion Date (_____ calendar days):

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases Owner from all claims, demands or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

AGREED:

Signature (Contractor)

Signature (Owner)

Name and Title

Name and Title

Date

Date

WAIVER OF RIGHTS AGAINST PAYMENT BOND
UPON MONTHLY PARTIAL PAYMENT

The undersigned lienor, in consideration of the monthly partial payment in the amount of \$_____ hereby waives and releases its rights to any claim against for labor, services, or materials furnished through (date) _____ on the project of Brevard County as described below:

BASEFLOW BASIN PROJECT(S)

The waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

Dated on _____, 2020

Lienor's Name _____

Address _____

By _____

Printed Name _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2020, by _____, who is either personally known to me or produced _____, as identification, and who did/did not take an oath.

Notary Public Signature

Notary Public (Type or Print)

My commission expires: _____

My commission number is: _____

(SEAL)

WAIVER OF RIGHTS AGAINST PAYMENT BOND
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ _____ hereby waives and releases its lien and rights to any claim against the payment bond posted for this project arising out of any labor, services or materials furnished to (Contractor) _____ on the project of Brevard County as described below:

BASEFLOW BASIN No.	PROJECT(S)
Dated on _____, 2020	Lienor's Name _____
	Address _____

	By _____
	Printed Name _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2020, by _____, who is either personally known to me or produced _____, as identification, and who did/did not take an oath.

Notary Public Signature

Notary Public (Type or Print)

(SEAL)

My commission expires: _____

My commission number is: _____

36. MATERIALS STORED

36.1 No partial payment will be made for materials, supplies, or equipment stored.

37. FIELD SAMPLING AND TESTING

37.1 Acceptance of material and work will be made only after all Sampling and Testing requirements for this Contract have been satisfied. The Owner's Designee shall have authority to order additional tests as deemed necessary, refuse materials furnished, and advise the Contractor of work that appears to be unacceptable.

37.2 Field sampling and testing will be done by an independent testing laboratory hired by the Owner to do the testing on this construction Contract. Such laboratory must be qualified to perform all sampling and testing required for this project.

37.3 When the Contractor is ready for material or work to be sampled or tested, the Contractor will inform the Resident Construction Monitor who will arrange for the testing lab to test the material or work. Such notice shall be no less than 24 hours prior to the needed test.

37.4 The Owner will pay for all sampling and testing for material or work if the test results are passing. The Contractor will reimburse the Owner for laboratory charges on failing samples and tests.

37.5 All field sampling and/or testing for compliance with Water Quality standards as required by the permits/permit exemptions, Federal, State and local regulatory agencies shall be performed by the Contractor. Cost for this testing is considered incidental to the project and no separate payment shall be made.

37.6 The Owner reserves the right to perform water quality testing to ensure water quality requirements are being met. This additional testing will be performed and paid for by the Owner.

38. CLEANUP

38.1 The Contractor shall keep the premises, site, drainage pipes and structures, and/or right-of-way free from accumulations of waste materials, rubbish and other debris resulting from the work. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site, the right-of-way and adjacent property, all surplus and discarded materials, rubbish and temporary structures; restore in an acceptable manner all property, both public and private, which has been damaged during the execution of the work; and shall leave the site and vicinity unobstructed and in a neat and presentable condition throughout the entire area or length of the work under contract. The placing of materials of every character, rubbish, or equipment on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. If the work is of such character as may be done by blocks or sections, the Contractor may be required to remove promptly and dispose of accumulated rubbish, debris or surplus materials from blocks or sections as completed or partially completed.

38.2 In the event of delay exceeding two days after written notice is given to the Contractor by the Owner to remove such rubbish or materials, or to restore displaced or damaged property, the Owner may employ such labor and equipment as the Owner may deem necessary for this purpose and the cost of such work, together with the cost of supervision, shall be charged to the Contractor, and shall be deducted from any money due the Contractor on the monthly or final pay estimate. No contract shall be considered as having been completed until all rubbish and surplus materials have been removed and properly disposed of.

39. RECOVERY RIGHTS SUBSEQUENT TO FINAL PAYMENT

39.1 The Owner reserves the right, should an error be discovered in the partial or final pay estimates, or proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made to claim and recover from the Contractor or the Surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.

40. GENERAL GUARANTEE

40.1 Neither the final acceptance or payment by the Owner nor any provision of the Contract Documents, nor partial or entire use of the premises (work) by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy all defects in the work and pay for all damage to other work, person or property resulting therefrom which shall appear within one year from the date of final acceptance unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the General Guarantee.

41. LIQUIDATED DAMAGES

41.1 See Section V, Article 5 for Liquidated Damages.

42. PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BONDS

42.1 Within five days of execution of the project Contract, by both parties, the Contractor shall provide to the Owner a copy of the Public Construction Performance Bond and the Public Construction Payment Bond that has been officially recorded in the office of the Clerk of the Circuit and County Court, and shall provide a copy of same to each and every subcontractor and supplier approved for the project, and notify them of deadlines to make claims under said bonds. The cost to record the documents is estimated at \$10.00 for the first page and \$8.50 for each page remaining. The Powers Of Attorney must be recorded with the bonds. Payment for the recording is incidental to the Contract.

43. SUNDAY WORK, NIGHT WORK

43.1 Contractor is not to schedule work on Sundays during the course of this Contract. The only work permitted on Sundays is work required in accordance with

"Protection of Property and the Public" in the event of an emergency. If such work is required, the Contractor is to notify the Owner and Owner's Engineer as soon as possible, to advise them of the work requirements. This Article in no way affects the time allowed for the Contractor; Sundays will be considered as calendar days for the determination of the length of the Contract.

- 43.2 All Night work and Saturday work must be approved by the Owner. A written request must be submitted to the Owner 72 hours in advance.
- 43.3 Permitted night work shall limit and/or reduce generation of noise levels. The Contractor shall maintain a noise level less than 95 dB over ambient noise levels (A-weighted, fast response) at or beyond the right-of-way lines, during the normal ten (10) hour day light work period. The Contractor shall maintain a noise level less than 15 dB over ambient noise levels (A-weighted, slow response) at or beyond the right-of-way line in any overtime (night work & weekend) period, outside the normal ten (10) hours daylight working day. At the request of the Owner or the Owner's Engineer, the Contractor shall monitor his construction noise, and pay all costs associated in acquiring and using the equipment.
- 43.4 The Contractor shall pay the cost of the Resident Construction Monitor at a rate of \$100 per hour, per operation, for observation of any work, which exceeds a ten-hour workday, or any weekend work, and any additional cost for testing. Costs associated with noise abatement are included in mobilization.
- 43.5 No work shall be performed on legal holidays except for emergency maintenance of safety precautions. Legal holidays are defined as follows:

<u>Holiday</u>	<u>Calendar Date</u>
New Year's Day	January 1st
Martin Luther King Jr's Birthday	3 rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	2 nd Monday in November
Thanksgiving	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday.
If a holiday falls on a Sunday the following Monday will be observed as a holiday.

44. EXISTING CONDITIONS - VIDEO RECORDING

- 44.1 Contractor shall provide the Owner with two (2) copies of video records of the existing conditions prior to construction and prior to installation of the erosion and sediment control items. This video shall be on a standard CD/DVD-ROM and shall be narrated. The video shall show in a clear manner all of the following:
 - a) All existing features within the right-of-way.
 - b) All existing features within the temporary construction easements.

- c) All existing features within the permanent easements.
- d) All existing features adjacent to any construction.
- e) Any other specific items requested by the Owner or Owner's Engineer.

Details of the video shall be such that the following examples shall be clear and visible:

- a) Cracks in walls, sidewalks, driveways, roads and drainage structures.
- b) Condition of fencing.
- c) Condition of planted areas and types of vegetation.
- d) Condition of sodded areas.
- e) Condition of sprinkler systems and associated controls and wiring.
- f) Condition of signs.
- g) Condition of lighting and associated wiring.
- h) Condition of mailboxes.

Significant detail of any pre-existing damages to physical features shall be shown. The coverage of the video should include the limits of effects of the use of vibratory rollers.

- 44.2 This video record shall be presented to the Owner within 5 days of the Notice to Proceed. A copy shall be kept in the Contractor's field office. The Contractor cannot start any other work until the Owner has received the video record.
- 44.3 Payment – No additional payment will be made for this work. Further, the sum of \$5,000 will be withheld from the Contractor starting with Pay Estimate #1, until such time as the videos are received and approved by the Owner.

45. SAFETY AND HEALTH STANDARDS

- 45.1 Federal Safety and Health Standards: It is a condition of this Contract and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or working under conditions, which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1518, published in the Federal Register on 04/17/71) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).
- 45.2 Copies of these safety and health regulations may be obtained from the United States Department of Labor, Post Office Box 35062, Jacksonville, FL 32202. The Department of Labor office is located in the U.S. Federal Office Building, 440 West Bay Street, Jacksonville, Florida; phone number (904) 791-2895.

46. CONSTRUCTION NOTIFICATION TO PRIVATE PROPERTY OWNERS

- 46.1 The Contractor shall notify the property owners in the vicinity of the project construction site, at a minimum within of 72 hours prior to the commencement of construction activities or to any utility outages. The notification to each owner shall include the following information: date of commencement of work, location of

construction, length of construction, hours of construction, and dates and times of any utility outages, and any property owner's access to their property. The Notification shall be printed on County letterhead. The Contractor will be responsible to submit to the County the formatted letter for review and approval. The County will provide the Contractor a map showing the addresses of the residents that will receive the letters. If the County decides that additional property owners need to be notified the Contractor shall be responsible to distribute the additional notifications.

47. MAINTENANCE OF DRAINAGE

- 47.1 Construction methods shall be such that the drainage system on this project site shall not be impeded during any rainfalls and shall be placed into a functional service at the end of each workday and shall also be functional on weekends. The Contractor shall be responsible for the maintenance of the drainage system throughout the contract period. All new or existing drainage structures, pipes, culverts, inlets, etc. within the project limits shall be free of debris and sediment at all times and cleaned at the end of the project.
- 47.2 Proper erosion and sediment control Best Management Practices (BMPs) shall be in place to protect any working drainage structures. Filter fabric, filter sock, silt fence, floating turbidity barrier, at a minimum shall be in place to protect the drainage structures.
- 47.3 The County reserves the right to require the Contractor to clean any other drainage structures or conveyances if the debris in the structures or conveyances was as a result of the Contractor's failure to use erosion and sediment control best management practices or due to negligence in the part of the Contractor.

48. STAGING AREA

- 48.1 The Contractor shall make arrangements for and maintain at his own expense, any staging areas necessary for storage of materials, equipment and personnel. Contractors are advised that such areas may not be available within the limits of the construction area. Acquisition and restoration of such areas are the Contractor's responsibility. A letter of permission is required from the property owner prior to mobilizing on the site and a letter of satisfaction will be required from the property owner prior to final payment. The protection of stored materials shall be the Contractor's responsibility and the Owner shall not be liable for any loss of materials by theft or otherwise, nor for any damage to the stored materials. No payment shall be made for stored materials. All applicable, local and state regulations regarding hauling of materials and use of public streets shall apply. Contractors shall be responsible for obtaining and paying for any permits necessary for this portion of the project.
 - a) Restoration of any staging areas shall be the Contractor's responsibility and at the Contractor's expense. No separate payment shall be made for any restoration (including sod, landscaping etc.).

BASEFLOW BASIN PROJECT(S)
BID #B-7-20-03

SECTION VIII
SPECIAL CONDITIONS

1. STANDARD DOCUMENTS

- 1.1 Construction shown on the Drawings shall conform to the technical portions of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Latest Edition, the FDOT Bicycle Facilities Planning and Design Manual (Latest Edition) and the FDOT Roadway and Traffic Design Standards (Latest Edition), except when superseded as otherwise noted.

2. COORDINATION OF DRAWINGS, SPECIFICATIONS & OTHER DOCUMENTS

- 2.1 In case of discrepancy, computed dimensions shall govern over scaled dimensions; drawings and specifications shall take precedence as indicated under INTENT AND CORRELATION OF DOCUMENTS in the General Conditions. The Contractor shall seek such clarification well in advance of actually needing the response (at least seven working days).

- 2.2 In case of discrepancy, the governing order of the documents shall be as follows:

- a) Change Orders
- b) Addenda
- c) Contract
- d) Drawings
- e) Supplemental Specifications
- f) Technical Specifications
- g) FDOT Road Design, Structures and Traffic Operations Standards (Latest Edition)
- h) FDOT Developmental Specifications
- i) Water and Sanitary Sewerage Systems within Brevard County (2005)
- j) FDOT Standard Specifications for Road and Bridge Construction (Latest Edition)
- k) Special Conditions
- l) General Conditions
- m) Instructions to Bidders

3. REPRESENTATIVE FOR CONTRACT ADMINISTRATION

- 3.1 Notice is hereby served that **GEOSYNTEC CONSULTANTS, Inc., MEAD & HUNT, Inc., JONES EDMUNDS AND ASSOCIATES INC., and TETRA TECH, Inc.**, is the Engineer of Record for the Design, Drawings, and Specifications of all the Options. Routine daily construction observations, inspections, and routine acceptance of specified materials and workmanship remain the responsibility of the Owner or others the Owner designates for such work; e.g., the Resident Project Monitor. Additional details concerning contract administration is located throughout the Contract Documents.

4. LAYING OUT THE WORK

- 4.1 The Contractor shall be responsible for establishing all lines and grades together with all reference points, as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Professional Surveyor and Mapper registered in the State of Florida.
- 4.2 The Contractor shall provide all labor and instruments and stakes, templates, and other materials necessary for marking and maintaining all lines and grades. The lines and grades shall be subject to any checking the Owner or the Owner's Engineer may decide necessary. The Contractor shall maintain vertical and horizontal controls for use by utilities for utility relocation purposes where necessary. Prior to commencement of construction, the Contractor shall have all right-of-ways and easement staked in the field and shall maintain the right-of-way and easement locations during construction.
- 4.3 The Contractor shall employ only competent personnel and utilize only suitable equipment in performing layout work. He shall not engage the services of any person or persons in the employ of the Owner for performance of layout work.
- 4.4 Adequate field notes and records shall be kept as layout work is accomplished. These field notes and records shall be available for review by the Owner's Engineer and Owner as the work progresses, and copies shall be furnished to the Owner's Engineer and Owner at the time of completion of the project.
- 4.5 Any inspection or checking of the Contractor's field notes or layout work by the Owner's Engineer, and the acceptance of all or any part thereof, shall not relieve the Contractor of his responsibility to achieve the lines, grades and dimensions shown in the drawings and specifications.
- 4.6 Prior to final acceptance of the project, the Contractor shall mark in a permanent manner on the surface of the completed work, all horizontal control points originally furnished by the Owner.
- 4.7 Where grades and/or cross sections are connected to existing improvements, elevations shall be checked to insure a proper matching of these improvements. Any discrepancies between actual field conditions and the drawings shall be reported to the Owner's Engineer prior to installation or construction of the proposed improvements.
- 4.8 No separate cost item is provided for layout of the work, the cost of which shall be included in the unit prices of items in the Proposal Bid Pricing Form.

5. USE OF EXPLOSIVES

- 5.1 Use of explosives is prohibited except upon approval by the Owner and the governmental agencies or political subdivisions, which have jurisdiction. When the use of explosives is approved by the Owner as necessary for the execution of the

work, the Contractor shall use the utmost care so as not to endanger life or property, and assume responsibility for any such damage resulting from his blasting operations, and whenever directed, the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner, and all such storage places shall be marked clearly, "*DANGEROUS EXPLOSIVES*" and shall be in care of competent watchmen. All permits required for the use of explosives shall be obtained by the Contractor at his expense. All requirements of the governmental agencies issuing permits shall be observed.

6. USE OF PUBLIC STREETS

- 6.1 The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated material spilled from trucks shall be removed by the Contractor, and the streets cleaned daily to the satisfaction of the Owner.
- 6.2 Prior to construction, the Contractor shall designate all proposed haul roads to be used during the life of the project. Hauled roads used during construction shall be stabilized to prevent dragging of sediment onto the streets. Any earth or other materials spilled from trucks shall be removed by the Contractor, and streets cleaned to the satisfaction of the Owner. He further shall be responsible for repairs to any damages caused by his operations, prior to final payment.
- 6.3 In the event paved areas are used to store, stockpile, load and unload, or subjected to tracked equipment traffic, the area(s) so used shall be re-video recorded, per Section VII Article 44, and photographed to document any damage or lack thereof caused by such use.

7. CARE OF TREES, SHRUBS AND GRASS

- 7.1 The Contractor shall be fully responsible for maintaining—in good condition—all cultivated grass plots, trees and shrubs. Where maintained shrubbery, grass strips or area must be removed or destroyed incident to the construction operation, the Contractor shall, after completion of the work, replace or restore to the original condition all destroyed or damaged shrubbery or grass areas. Tree limbs interfering with equipment operation and approved for pruning shall be neatly trimmed and the tree cut coated with tree paint. Contractor to trim vegetation to obtain minimum 10-foot vertical clearance above sidewalk at right-of-way line, as necessary.

8. OBSTRUCTIONS

- 8.1 All water pipes, storm drains, force mains, gas or other pipe, telephone or power cables or conduits, curbs, sidewalks, all house services and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line or storm drain excavations. Where it is necessary to temporarily interrupt house or business services, the Contractor shall notify the house owner or occupant, per Section VII, Article 46. Before disconnecting any pipes or cables, the Contractor shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The Contractor shall be responsible for any damage to any such pipes, conduits or cables, and shall

restore them to service promptly as soon as the work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, power, telephone and gas installations along the route of new pipelines or in the vicinity of new work, are shown on the drawings, but must be verified in the field by the Contractor. The Contractor shall locate and uncover these pipes, ducts, cables, etc., carefully, by hand, prior to installing new utility or storm drain lines, or removing existing lines. Any discrepancies or differences found shall be brought to the attention of the Owner's Engineer and the Resident Project Monitor in order that necessary changes may be made to permit.

- 8.2 No separate cost item is provided to temporarily remove, permanently move or replace utility crossings, unless specifically called on the drawings. The cost of this work shall be included in the unit prices of the items on the Bid Pricing Form.

9. DAMAGE TO EXISTING STRUCTURES AND UTILITIES

- 9.1 The Contractor shall be responsible for making good all damage to pavement beyond the limits of this Contract, buildings, telephone or other cables, water pipes, sanitary pipes, or other structures, which may be encountered, whether or not shown on the Drawings.
- 9.2 Concrete saddles shall be installed on all drainage pipes less than 18" over a water or sewer pipe. All costs associated with concrete saddles are to be incorporated in the unit price for those items for which provisions of this requirement apply.
- 9.3 Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Owner's Engineer of Record. This information is not guaranteed, however, and it shall be the Contractor's responsibility to determine the location, character, and depth of any existing utilities. He shall assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities.

10. NOTIFICATION TO UTILITY COMPANIES

- 10.1 The excavators shall comply with Florida Statute 553.851 regarding notification of existing gas and oil pipeline company owners, and shall also notify "Sunshine State One-Call" at 1-800-432-4770 prior to excavating. Evidence of such notice shall be furnished to the Owner prior to excavating.

11. SUBSURFACE INVESTIGATION

- 11.1 The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the ground water conditions, the character of equipment, and facilities needed preliminary to, and during, the execution of the work, the general and local conditions, and all other matters which can in any way affect the work done under this contract. The prices established for the work to be done will reflect all costs pertaining to the work. Any claims for extras based on substrata or ground water table conditions will not be allowed.

- 11.2 The Contractor shall be responsible for performing subsurface investigations necessary to meet FDOT specifications for the construction of concrete box culverts, endwalls, and structures.

12. CONTRACT TIME

- 12.1 Contract time on this project will be charged on a calendar day basis. The Contractor and Owner recognize and agree that time is of the essence and that the Owner will suffer financial loss if the work is not completed within the times specified in the Contract. The contract time shall be as indicated in the Contract, Section V, Paragraph 3.2. Any deviations from the Contract time if not previously approved by the Owner and mutually agreed by the Owner and Contractor shall incur liquidated damages per Section V, Article 5 of the Contract.

13. AMOUNT OF BORROW OR EXCESS

- 13.1 The Contractor is responsible for calculating his own estimate of earthwork shrinkage to determine the amount of borrow material or excess material involved in this project.
- 13.2 Any excess material resulting from construction of this project within the public ROW or on County property shall become the property of the Contractor. Any excess material resulting from construction of this project in County easements (temporary or permanent), shall be stockpiled on a portion of the property immediately adjacent to the work, but only with the written authorization of the property owner if no temporary construction easement has been obtained by the County. If any or all of the excess material is not desired by the property owner, the material shall become the property of the Contractor. All excess material, which becomes the property of the Contractor shall be disposed of by the Contractor, as specified in the Contract.

14. SIGNS, MAILBOXES, ETC.

- 14.1 Two (2) weeks prior to relocating or removing privately-owned signs, mailboxes, sheds, etc., as called for in the Drawings and Specifications, the Contractor shall notify the property owner to provide said owner the opportunity to remove his sign(s), etc. Such notification shall be documented and copy provided to Brevard County. The Brevard County Natural Resources Management Department shall provide the Contractor with a reasonably up-to-date list of affected property owners upon Contractor's request. Contractor shall allow up to 21 days for delivery of this list. This requirement is in addition to CONSTRUCTION NOTIFICATION TO PRIVATE PROPERTY OWNERS (above). Traffic control and information sign removal and placement shall be governed by the drawings and the technical specifications for traffic signalization, signing, and pavement markings, contained elsewhere in the Contract Documents. Relocation or removal of privately owned signs, sheds, and mailboxes is considered incidental to the project and has no separate pay item. Privately owned signs, or sheds shall be relocated outside of the right-of-way on private property. In areas where the Contractor encounters existing mailboxes conflicting with new construction, the Contractor is to relocate the mailbox to meet U.S. Postal service requirements.

15. LANDSCAPING AND IRRIGATION SYSTEMS

- 15.1 In areas outside the right-of-way (R/W) or other publicly owned R/W and beyond the work zone, Contractor shall replace vegetation, which is destroyed by construction activities with like vegetation.
- 15.2 Other landscaping may be required to restore existing vegetation. Expense for such restoration and trimming is incidental to the Contract, and does not have a separate pay item. Cutting or trimming of trees, shrubs and other vegetation may be required to maintain site visibility. Contractor to trim vegetation to obtain a minimum 10-foot vertical clearance above sidewalk at right-of-way line, as necessary.
- 15.3 Irrigation Systems: Irrigation piping, fittings, etc. which are located within the right-of-way or other public right-of-way shall be removed. Where such pipes are cut, a cap shall be installed to seal the pipe, which is undisturbed and outside the referenced limits. The Contractor shall give written notice to the property owner at least seven (7) days prior to initiating these procedures, giving the owner the option to remove the system. Where irrigation systems outside of the referenced limits are disturbed, they shall be restored (including sleeves under driveways). Expense for such restoration is incidental to the Contract, and does not have a separate pay item.

16. UTILITIES

- 16.1 Electric Service Lines: Where electrical fixtures or other electrical service lines, which are not owned by Florida Power & Light (FP&L), are located within the right-of-way, they shall be removed, after coordination with owner. Where such service lines cross the referenced limits, they shall be sealed/terminated pursuant to NEC Standards. The Contractor shall notify owners. Where electrical systems outside the referenced limits are disturbed, they shall be restored (including sleeves under the driveways).
- 16.2 Utility Poles, Underground Electric, Telephone, TV Cable, Sanitary Sewer, Water Lines, Gas Lines: Where any electric power installation, gas line, sanitary sewer lines, sewer laterals, water lines, water meter boxes, water services, telephone, or TV Cable, etc., installation is in conflict with the installation of drainage structures, roadway, swales or other utilities, the Contractor is to arrange, with the concerned utility owner(s), relocation or adjustment of their facilities. Such notice shall be provided to the utility owner at least fourteen (14) days prior to the date that work in the conflict area will begin. The Contractor shall closely coordinate all construction exposing or destroying utilities, even if such utilities are not shown in the drawings. Expense for such restoration is incidental to the Contract, and does not have a separate pay item, unless otherwise indicated elsewhere in the specifications.
- 16.3 The Contractor shall notify, coordinate and provide assistance as necessary to ensure a timely and efficient relocation of existing utilities for all utilities to be relocated by the respective utility companies. This work is incidental to the project and no separate payment shall be made.

17. ALTERNATE METHODS OF COMPACTION

- 17.1 It may become necessary to discontinue or prohibit the use of vibrating steel wheel compaction machinery in part or all of the work. Therefore, the Contractor is to be prepared to compact loose soils, materials, etc., as required by the Contract Documents by using methods other than those, which require the use of such equipment (either single steel wheel or dual steel wheels).

18. FIBER OPTIC LINES

- 18.1 The Contractor is required to consult with Owner's Engineer and the owner of any fiber optic lines which may be found within the work premises, prior to any construction activities which are scheduled to take place over, around or under such lines in conflict with the installation of drainage structures, the roadway, swales or other utilities, the Contractor is to arrange with the concerned utility owner(s) relocation of their facilities. Such notice shall be provided to the utility owner at least thirty (30) days prior to the date that roadwork in the conflict area will begin. The Contractor shall closely coordinate all construction with all utility owners to prevent unnecessarily exposing or destroying utilities, even if such utilities are not shown in the drawings. The Owner's Engineer may require the Owner's Engineer of Record to revise or adjust the drawings to accommodate the requirements of the owner of the fiber optic lines. Any revisions to the drawings would be done at the expense of the owner of the fiber optic lines.

19. PROPERTY CORNER AND REFERENCE MONUMENT REPLACEMENT

- 19.1 The Contractor shall protect from any damage or movement; all survey permanent reference markers, benchmarks, triangulation points, property corners, etc. If the work requires the relocation or movement of such a monument, the Contractor shall notify the Owner's Engineer of such requirement. All reference monuments, property corners, etc., which are disturbed by construction shall be restored and/or replaced by a surveyor, licensed in the State of Florida, at the Contractor's expense.

20. PERMITS

- 20.1 As indicated in the General Conditions, the Contractor is responsible for obtaining all permits necessary to construct the project, beyond those already obtained as listed below.

- 20.2 The Owner has obtained the following permits:

a) SEE APPENDIX 2 (SECTION IX)

The Contractor shall follow all conditions of these permits relating to the construction of the project.

- 20.3 The Contractor is responsible for obtaining a SJRWMD Water Use or Consumptive Use Permit if necessary for dewatering or any other purpose. Any costs

associated with obtaining the SJRWMD Water Use or Consumptive Use Permit will be the responsibility of the Contractor; no separate payment shall be made.

20.4 The Contractor shall be responsible for obtaining a FPEP General Permit for the Discharge of Produced Water from any Non-Contaminated site activity (Dewatering Permit)

20.5 The Contractor shall obtain an NPDES stormwater permit and implement appropriate pollution prevention techniques to minimize erosion and sedimentation and properly manage stormwater. Contractor shall submit a Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities (Rule 62-621.300(4), FAC). The Notice of Intent (NOI) can be filed on FDEP's website. The application fee and any other costs associated with obtaining the FDEP CGP Permit will be the responsibility of the Contractor; no separate payment shall be made.

21. SUSPENSION OF WORK

21.1 Should the Owner be prevented or enjoined from proceeding with work, either before or after the start of construction, by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine to compensate for time lost by such delay, with such determination to be set forth in writing.

22. ROADWAY CONNECTIONS

22.1 Development of property adjacent to the project limits may necessitate driveway or turnout connections in addition to those shown in the Drawings. The Owner will direct the Contractor where to place any such connections.

23. CLEAN DEBRIS DISPOSAL

23.1 Contractor is to dispose of clean debris in conformance with Brevard County Code of Ordinances, Brevard County, Florida, and all other applicable federal, state and local regulations. In addition, Contractor shall comply with Section 62-2101, Code of Ordinances. Contractor is to supply all materials, equipment, labor, fees, expenses, etc. associated with compliance with this article without a separate pay item. Expenses for such disposal will be borne by the Contractor as incidental to disposal of clearing and grubbing materials.

24. TRENCH SAFETY

24.1 The Contractor and all subcontractors are to comply with the Trench Safety Act (90-96, Laws of Florida). No additional or separate payment is included for this compliance. All costs associated with this are incorporated in the unit price for those items for which provisions of this requirement apply.

25. DEWATERING

- 25.1 The Contractor shall keep all excavations, pits, trenches and footings free from water from any source (rain, ground, surface, etc.) and protect such areas from damage by any water. The Contractor may temporarily construct dikes, shallow swales, grade or compact areas or use pumping equipment to provide dewatering to prevent damage or erosion or ponding in excavations, etc., or other cleared areas. Contractor shall be responsible for any permits required for dewatering operations. Permit or application fees are considered incidental to, and a part of, obtaining the permit, and are at the Contractor's expense.
- 25.2 All foundations/pipe construction shall be constructed in the dry condition. It should be anticipated that dewatering will be required to facilitate structure/pipe construction. Dewatering shall be performed in accordance with Section 455-28 and 455-29.2 of the FDOT Standard Specifications for Road and Bridge Construction, Latest edition. The Contractor shall anticipate that artesian groundwater flow may occur within foundation excavations. The Contractor's dewatering equipment and methods should be sufficient to handle artesian flow with a potentiometric pressure head of 15 ft. NGVD. Costs to be included in price of structures and pipes unless a separate Dewatering pay item is provided.
- 25.3 All dewatering performed utilizing a well point system shall provide for all well point holes to be sanded and compacted to a density equal to surrounding ground, during installation and after removal. All costs associated with dewatering are to be incorporated in the unit price for those items for which provisions of this requirement apply.
- 25.4 The work to be performed under this Article shall include the design and installation of a temporary dewatering system until completion of construction to remove surface and/or subsurface waters from structure excavations, pipe trench excavations, or material excavations as required.
- 25.5 The dewatering of any excavation areas and the disposal of water during construction shall be in strict accordance with all local and state government rules or regulations and project construction permit conditions. The Contractor is responsible for obtaining any permits that may be required to allow dewatering of the site for construction.
- 25.6 Any of the following Dewatering permits may be required:
- a) State of Florida Department of Environmental Protection Generic Permit for the Discharge of Produced Ground Water from any Non-contaminated Site Activity (62-621.300(2) F.S.)
 - b) Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems. The document "Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems," (62-621.300(7)(a)(F.S.)
 - c) State of Florida Department of Environmental Protection Generic Permit for Discharges from Petroleum Contaminated Sites (62-621.300(1)F.S.)

- d) Individual Industrial Wastewater Permit (62-660 F.S.) as may be required for sites not meeting the requirements of the generic permit.
- e) St. Johns River Water Management District Notice of Intent to Use Noticed General Permit for Short Term Construction Dewatering (40C-22 F.A.C.) or St. Johns River Water Management District Consumptive Use Permit (40C-2 F.A.C.).

The Contractor shall provide documentation of coverage under SJRWMD permit as required for dewatering activities to the County 10 days prior to the start date of the planned dewatering activities. It shall be the Contractor's responsibility to assure that all requirements of applicable permits are met for the duration of dewatering activities.

- 25.7 It shall be the Contractor's responsibility to coordinate with the regulatory agencies to determine which permits are applicable or required.
- 25.8 The Contractor shall be responsible for the design of the dewatering system including, but not necessarily limited to, the temporary cofferdam, required pump equipment, temporary shoring, as well as any miscellaneous temporary structures required.
- 25.9 The Contractor must provide a system to maintain existing stream and stormwater flows via bypass trenches, piping and/or pumping. The Contractor's system must not increase discharge rates downstream above permit limits.
- 25.10 The Contractor shall be responsible for the installation and maintenance of suitable turbidity barriers as required for compliance with construction permit conditions, as shown on the drawings, or on the SWPPP.
- 25.11 The dewatering system shall be developed to the point that it is capable of dewatering the area surrounding all proposed drainage structures or proposed utility trenches.
- 25.12 The Contractor shall at all times during construction provide and maintain proper equipment and facilities to remove all water entering excavations, and shall keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels.
- 25.13 Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation and to preserve the integrity of adjacent structures. Well or sump installations shall be constructed with proper sand filters to prevent drawing of finer grained soil from the surrounding ground.
- 25.14 Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and pumped from the excavation to maintain a bottom free from standing water.

- 25.15 The Contractor shall take all additional precautions or prevent uplift of any structure during construction.
- 25.16 The Contractor shall obtain permission to use any storm sewers, or drains, for water disposal purposes from the Owner and any applicable regulatory agencies. Any requirements and costs for such use shall be the responsibility of the Contractor. However, the Contractor shall not cause flooding by overloading or blocking up the flow in the drainage facilities, and the Contractor shall leave the facilities unrestricted and as clean as originally found. Any damage to facilities shall be repaired or restored as directed by the Owner's Engineer, at no cost to the Owner.
- 25.17 Flotation shall be prevented by the Contractor by maintaining a positive and continuous operation of the dewatering system. The Contractor shall be fully responsible and liable for all damages that may result from failure of this system.
- 25.18 Removal of dewatering equipment shall be accomplished after the Contractor and the Owner's Engineer agree that the system is no longer required; the material and equipment constituting the dewatering system shall be removed by the Contractor.
- 25.19 The Contractor shall take all necessary precautions to preclude the accidental discharge of fuel, oil, etc. in order to prevent adverse effects on groundwater or receiving water quality.
- 25.20 The Contractor shall continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.
- 25.21 The equipment specified herein shall be standard dewatering equipment of proven ability as designed, manufactured, and installed by firms having experience in the design and production of such equipment. The equipment furnished shall be designed, constructed and installed in accordance with the best practices and methods.
- 25.22 The Contractor is responsible for obtaining test borings and conducting other exploratory operations necessary for dewatering
- 25.23 The Contractor shall provide standby equipment on site, installed and available for immediate operation, to maintain dewatering on a continuous basis if any part of the system becomes inadequate or fails
- 25.24 The dewatering system shall reduce hydrostatic head in water-bearing strata below the subgrade elevations of excavations and maintain the piezometric water level a minimum of 24 inches below the surface of the excavation.

26. LIMITS OF CONSTRUCTION

- 26.1 The limits of construction are within the right-of-way (R/W), permanent easements, and temporary construction easements. No construction activities are permitted outside of the limits of construction.

27. CONTRACTOR'S SUPERVISION

- 27.1 The Contractor's responsible person for supervision shall speak, write, read, and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours. A list of all superintendent names and office/emergency phone numbers shall be provided to the Owner and Owner's Engineer during execution of the Contract. The Contractor's responsible person for supervision for emergencies shall speak and understand English. Contractor's Superintendent to have mobile phone with messaging during working hours.

28. CONTRACTOR'S RESPONSIBILITIES

- 28.1 The Owner, Engineer and their Representatives/Agents shall not be responsible for any actions taken by the Contractor, negligence of the Contractor, and/or the failure of the Contractor to maintain safe working conditions, during the Contractor's performance of the work included in this Contract.
- 28.2 The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61).
- 28.3 The supervision of the execution of this Contract is vested wholly in the Contractor. The orders, instructions, directions, or requests of the Owner are to be given through the Owner's Engineer of the Owner's Designee. The Contractor shall designate a representative to receive such instructions, directions or requests in the Contractor's absence, and failing to do so, will be held responsible for the execution of them.
- 28.4 The Contractor shall be solely responsible for the quality and quantity of work performed; the construction means, methods, procedures, techniques, and sequences of construction performed in the execution of the work; and for insuring that the work is performed in accordance with the Contract Documents.
- 28.5 Further, the Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, materials, and equipment used in the performance of the work. The Contractor shall be responsible for taking all necessary precautions for the safety of and shall provide the protection necessary to prevent damage, injury, or loss to all persons on the work site; all persons who may be affected by the work either directly or indirectly; all the work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and all property at the site or adjacent thereto including, but not necessarily limited to trees, shrubs, lawns, sprinklers, fences, walks, driveways, pavement, roadways, structures, utilities, mail boxes, etc.

- 28.6 The Contractor shall be responsible for the installation and maintenance of proper erosion and sediment control practices or BMPs. The Contractor shall inspect the BMPs daily and keep a record of the inspection. The Contractor shall be responsible for any debris or waste on the site and shall ensure that such does not leave the limits of construction or enters into a storm sewer system.
- 28.7 The Contractor shall be responsible for obtaining the NOI and for the SWPPP.

29. CONSTRUCTION PHASING

- 29.1 Contractor shall commence work in upstream areas of the project after coordinating with the downstream Contractor regarding the maintenance of traffic and the dewatering or flow diversion of the area where the work is being performed.
- 29.2 The project has been subdivided into three (3) construction Parts namely "A", "B" and "C" as depicted in the plans and the Bid Form. These are not necessarily phases and can be constructed simultaneously.

**BASEFLOW BASIN PROJECT(S)
BID #B-7-20-03**

**SECTION IX
APPENDICES ATTACHMENTS**

- 1. PROJECT(S) CONSTRUCTION PLANS (SPECIFICATIONS AND BID PRICING FORMS)**
 - A. Basin 62 (51)
 - B. Basin 832
 - C. Basin 2134
 - D. Basin 193
 - E. Basin 141
 - F. Basin 115(NOT AWARDED)
 - G. Basin 10
 - H. Basin 100
 - I. Basin 1329
 - J. Basin 1298
 - k. Basin 1304

- 2. TESTING REPORTS, CALCULATIONS, AND PERMITS (If Available)**

APPENDIX 1

PROJECT(S) CONSTRUCTION PLANS (SPECIFICATIONS AND BID PRICING FORMS)

APPENDIX 2

TESTING REPORTS, CALCULATIONS, AND PERMITS (When applicable)