### CONSTRUCTION SERVICES AGREEMENT FOR PUMP STATION IMPROVEMENTS IN SEMINOLE COUNTY CC-6467-25/RTB

CC-6467-25/RTB
THIS AGREEMENT is dated as of the day of 20, by an
between CARR AND COLLIER, INC., duly authorized to conduct business in the State of
Florida, whose address is 2864 W. Main Street, Leesburg, FL 34748, in this Agreement referre
to as "CONTRACTOR", and SEMINOLE COUNTY, a charter county and political subdivision
of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Stree
Sanford, Florida 32771, in this Agreement referred to as "COUNTY".
COUNTY and CONTRACTOR, in consideration of the mutual covenants set forth in this
Agreement, agree as follows:
Section 1. Work. CONTRACTOR shall complete all work as specified or indicated in
the Contract Documents, including the Scope of Services, attached to this Agreement as Exhib
A, and the solicitation package, all addenda to this package, and CONTRACTOR's submission is
response to this solicitation. The work is generally described as the Pump Station Improvement
Project.
Section 2. Engineer.
(a) The Engineer of Record ("ENGINEER") as named in the Contract Documents in
CPH LLC, whose address is 500 West Fulton Street, Sanford, Fl 32771.
(b) COUNTY's contracted consultant for construction, engineering, and inspection
("CEI") services as named in the Contract Documents is CPH Corp, whose address is 500 W
Fulton Street, Sanford, FL 32771.
Section 3. Contract Time.
(a) All provisions regarding contract time are essential to the performance of the
Agreement.

- (b) The work must be substantially completed as described in subsection 14.13 of the General Conditions within three hundred thirty-five (335) calendar days after the date when the contract time begins to run as provided in subsection 2.2 of the General Conditions. The work must be finally completed and ready for final payment in accordance with subsection 14.9 of the General Conditions within thirty (30) calendar days after the actual date of substantial completion.
- (c) The parties acknowledge that the contract time provided in this Section includes consideration of adverse weather conditions common to Central Florida, including the possibility of hurricanes and tropical storms.
- (d) The contract time provided for in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. CONTRACTOR shall depict this thirty (30) days as float time not impacting controlling work items on CONTRACTOR's critical path scheduling. No contract time extensions will be considered related to utility coordination matters, including, but not limited to utility relocations and conflicts, unless the utility related time impacts exceed thirty (30) days impact on controlling items of work in accordance with the Project schedule.
- (e) In the event that the work requires phased construction, then multiple points of substantial completion may be established in the Supplementary Conditions.

#### **Section 4. Contract Price.**

(a) COUNTY shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents on the basis of the total bid (original contract price). CONTRACTOR's total compensation is two million three hundred eighty-seven thousand one hundred and 00/100 \$2,387,100.00, subject only to increases or decreases made in strict conformance with the Contract Documents.

- (b) CONTRACTOR shall accept the contract price as full compensation: for performance of all work and providing all materials embraced in the Contract Documents; for all loss or damage arising out of performance of the work and from the action of the elements, or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the work until the final acceptance; and for all risks of every description connected with the work.
- (c) CONTRACTOR acknowledges that CONTRACTOR has studied, considered, and included in its total bid (original contract price) all costs of any nature relating to: (1) performance of the work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including, but not limited to subsurface site conditions; and (4) the terms and conditions of the Contract Documents, including, but not limited to the indemnification and no damage for delay provisions of the Contract Documents.
- (d) CONTRACTOR acknowledges that performance of the work will involve significant work adjacent to, above, and in close proximity to underground facilities, including utilities which will require the support of active utilities as well as the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.
- (1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that its total bid (original contract price) specifically considered and relied upon CONTRACTOR's own study of underground facilities, utilities in their present, relocated (temporary and permanent), and proposed locations, and conflicts relating to utilities and underground facilities.
- (2) CONTRACTOR acknowledges that its total bid (original contract price) considered and included all of its costs relating to the responsibilities to coordinate and sequence

the work of CONTRACTOR with the work of COUNTY, the work of other utility contractors, and the work of others at the Project site.

#### Section 5. Payment Procedures.

- (a) <u>Application for Payment</u>. CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided for in the General Conditions.
- (b) <u>Progress Payments</u>. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER and in accordance with Section 14 of the General Conditions.
- (c) <u>Final Payment</u>. Upon Final Completion and acceptance of the work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the contract price as provided in that subsection.

#### Section 6. Additional Retainage for Failure to Maintain Progress on the Work.

- (a) Retainage under the Contract Documents is held as collateral security to secure completion of the work.
- (b) In the event that CONTRACTOR fails to physically mobilize to the work site as required by Section 6.19 of the General Conditions, COUNTY may withhold additional retainage to secure completion of the work in an amount equal to the product of the number of days after the 31st day following the date of commencement of contract time and the liquidated damage amount for substantial completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent progress payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next progress payment following ENGINEER's approval of a supplementary progress schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the work will not be completed within the contract time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled contract time (substantial completion or final completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent progress payments. Any additional retainage held under this subsection will be released to CONTRACTOR in the next progress payment following ENGINEER's approval of a supplemental progress schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General

**Section 7. CONTRACTOR's Representations.** In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

Conditions.

- (a) CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, locality, weather, utility locations, all local conditions, Chapter 220, Part 1, Purchasing Code, Seminole County Code, and federal, state, and local laws, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the work.
- (b) CONTRACTOR has studied carefully and considered in its bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the work.
- (c) CONTRACTOR has studied carefully and considered in its bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to underground facilities, utility installations, conflicts, relocations (temporary and permanent), and all other underground facilities and utility related conditions of the work and site that may affect cost, progress, scheduling, or any aspect of performance of the

work, and that its bid reflects all such conditions. CONTRACTOR, by submitting its bid and executing this Agreement, acknowledges the constructability of the work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including, but not limited to the Spearin Doctrine, and acknowledges that the Plans and Specifications are adequate to perform the work.

- (d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the work at the contract price, within the contract time, and in accordance with the other terms and conditions of the Contract Documents. CONTRACTOR does not and will not require any additional examinations, investigations, tests, reports, or similar data for such purposes.
- (e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- (f) CONTRACTOR has provided COUNTY written notice of all conflicts, errors, or discrepancies that CONTRACTOR has discovered in the Contract Documents. CONTRACTOR hereby accepts COUNTY's written resolution of all such conflicts, errors, or discrepancies.
- (g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the work or material by COUNTY, ENGINEER, or any agent relating to compliance with the Contract Documents will not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.
- (h) CONTRACTOR's resident Superintendent at the work site will be <u>Joel Saslo</u>. CONTRACTOR shall use only this person as Superintendent, unless otherwise approved by COUNTY's Project Manager after following the procedure indicated in the General Conditions.
- (i) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the work. CONTRACTOR declares and agrees that all costs related to

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performing the work in compliance with the requirements of all permits at the contract price are included in the contract price. CONTRACTOR agrees that it will be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both, by any governmental entity, district, or authority, or other jurisdictional entity relating to all permits required for performance of the work.

- (j) CONTRACTOR acknowledges that the performance of the work under the Contract Documents fulfills a COUNTY, CONTRACTOR, and public purpose. To that end, CONTRACTOR shall respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the work within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall report the citizen, the street address, and a summary of the complaint and any action taken in response. Responses and action taken by CONTRACTOR must specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent progress payments or the retainage.
- (k) CONTRACTOR acknowledges that COUNTY-owned property obtained for performance of the work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the work within the contract time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent progress payments or the retainage.

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#### **Section 8. Contract Documents.**

- (a) The Contract Documents, which constitute the entire agreement between COUNTY and CONTRACTOR, are made a part of this Agreement and are to be treated and interpreted as a unified whole to the maximum extent possible. The initial Contract Documents consist of the following items, listed in order of precedence below to the extent there may be any conflicts between them:
  - (1) This Agreement and its Exhibits.
  - (2) Any Addenda to COUNTY's Solicitation Package.
  - (3) COUNTY's Solicitation Package, including the General Conditions.
  - (4) Drawings and Plans.
  - (5) Technical Specifications.
- (b) As the Project progresses, additional Contract Documents may become part of the Agreement between COUNTY and CONTRACTOR and will consist of the following:
- (1) Modifications through Change Orders as provided in the General Conditions or an Amendment to the Agreement, which will supersede the provisions in the Contract Documents affected by the Change Order or Amendment.
  - (2) Performance Bond.
  - (3) Payment Bond.
  - (4) Contractor's Certificate of Insurance and Insurance Policies.
  - (5) Notice to Proceed.
  - (6) Certificate of Substantial Completion.
  - (7) Contractor's Waiver of Lien (Partial).
  - (8) Contractor's Waiver of Lien (Final and Complete).
  - (9) Subcontractor/Supplier's Waiver of Lien (Final and Complete).

- (10) Certificate of Final Completion.
- (11) Contractor's Release.
- (12) Consent of Surety to Final Payment.
- (13) Material and Workmanship Bond.
- (c) There are no Contract Documents other than those listed above in this Section. The Contract Documents may only be modified or amended by a change order as provided in the General Conditions or by an Amendment to this Agreement.

#### Section 9. Liquidated Damages.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY will suffer financial loss if the work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions of time allowed in accordance with Section 12 of the General Conditions. If the work is not completed on time, the parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from the delay in the COUNTY's ability to use the completed Work. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages the amount of two hundred fifty and 00/100 Dollars (\$250.00) per day for each day CONTRACTOR exceeds the contract time for substantial completion until the work is Substantially Complete. It is agreed that if the work is not completed by the final completion date in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay one quarter (1/4) of the rate set forth above. The parties acknowledge and agree that the liquidated amounts described in this Section are not a penalty, but instead a reasonable measure of damages based upon the parties' experience in the relevant industry and given the nature of the losses to COUNTY that may result from delay in Substantial or Final Completion.

- (b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified in this Agreement, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the substantial completion and final completion dates.
- (c) The liquidated damages provided in this Section will apply regardless of whether CONTRACTOR is terminated, is in default, or has abandoned the work.

#### Section 10. Definitions, Assignment and Binding Effect.

- (a) Terms used in this Agreement that are defined in Section 1 of the General Conditions have the meanings indicated in the General Conditions.
- (b) No assignments by a party of any rights under or interests in the Contract Documents will be binding on any other party without the written consent of the party sought to be bound and any such assignment without such written consent will be void and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- (c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- **Section 11. CONTRACTOR's Specific Consideration.** In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of Two Hundred Fifty and No/100 Dollars

(\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original contract price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

Section 12. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 13. Notices. Whenever either party desires to give notice to the other including, but not limited to contract claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

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#### For COUNTY:

Seminole County <u>Utilities Department</u> 500 W. Lake Mary Boulevard Sanford, FL 32773

#### With a copy to:

Seminole County Purchasing & Contracts Division 1301 E. Second Street Sanford, FL 32771

#### **Copy to ENGINEER:**

<u>CPH LLC</u> 500 W. Fulton Street Sanford, FL 32771

#### For CONTRACTOR:

Carr & Collier, Inc. 2864 W. Main Street Leesburg, FL 34748

#### **Section 14. Conflict of Interest.**

- (a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.
- (b) CONTRACTOR certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

#### Section 15. Material Breaches of Agreement.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further

recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including, but not limited to the maintenance of traffic requirements of the Contract Documents will be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety as determined by COUNTY, COUNTY will issue a Stop Work Order suspending the work or any specific portion of the work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by COUNTY, then the material breach will entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches will not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

**Section 16. Indemnification of COUNTY.** CONTRACTOR shall indemnify and hold harmless COUNTY, its commissioners, officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

#### Section 17. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all

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requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:
- (1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services or provide the materials required under this Agreement.
- (2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.
- (c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

- (d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.
- IF CONTRACTOR HAS QUESTIONS REGARDING THE (e) APPLICATION **OF CHAPTER** 119, **FLORIDA** STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116. PURCH@SEMINOLECOUNTYFL.GOV, **AND PURCHASING** CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

#### **Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 20. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 21. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever.

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CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 22. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**Section 23. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 24. Rights At Law Retained.** The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

**Section 25. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of such statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 27. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

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Section 28. Additional Requirements. CONTRACTOR shall comply with the Bid Form attached to this Agreement as Exhibit B, the Trench Safety Act document attached to this Agreement as Exhibit C, and the American with Disabilities Act Affidavit attached to this Agreement as Exhibit D. CONTRACTOR shall use the Construction Forms attached to this Agreement as Exhibit E during the course of this Agreement as appropriate, and insurance requirements attached to this Agreement as Exhibit F.

#### Section 29. E-Verify System Registration.

- (a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.
- (b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.
- (c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit F, to COUNTY.

**IN WITNESS WHEREOF,** the parties have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:		Carr & Collier, Inc.		
Witness		Ву:	, President	
Signature		Date:		
Witness				
Signature				
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#### SEMINOLE COUNTY, FLORIDA

	By:
Witness	STEPHEN KOONTZ, Purchasing and
	Contracts Division Manager
Print Name	_
	Date:
Witness	_
Print Name	_
For the use and reliance of	As authorized for execution by the Board of
Seminole County only.	County Commissioners at its
Attachments:	
Exhibit A – Scope of Services	
Exhibit B – Bid Form	
Exhibit C – Trench Safety Act	
Exhibit D – American with Disabi	lities Act Affidavit
Exhibit E – Construction Forms	
Exhibit F – Affidavit of E-Verify	· ·
Exhibit G - Insurance Requirement	nts



# CIP 00082915 SCOPE OF SERVICES PUMP STATION IMPROVEMENTS 12/16/2024

**Utilities Department** 

Utilities Engineering Division
500 W Lake Mary Blvd
Sanford FL 32773

**SEMINOLE COUNTY FLORIDA** 

#### 1.0 SCOPE OF WORK

- The purpose of this project is to construct improvements for the rehabilitation of (4) existing Pump Stations, 286 Howell Cove, 331 Cardinal Creek, 274 Cobblestone, and 048 Sylvan Reserve #1.
- The project shall include select demolition, removal and disposal of select
  portions of designated existing structures, piping, panels, pumps, guides,
  brackets or other appurtenances and related equipment per the Engineer's
  Drawings, Technical Specifications and Herein. Grading and sodding shall cover
  all disturbed areas inside and outside of the project perimeter to be completed
  per the Engineers Drawings and Technical Specifications.
- Contractor shall provide all required equipment and labor necessary to complete
  the rehabilitations, including bypass pumping, as defined herein and per the
  Engineer's Drawings and Technical Specifications. Contractor shall provide
  subcontractors as required.
- All materials such as fencing, gates, bollards, etc. to be added as a part of property restoration shall be provided and installed by the Contractor or an authorized Sub-Contractor.

#### 1.1 CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide locate services for electrical and other utility lines at each location. Contractor shall obtain and pay for all required permits
- B. The Contractor shall adhere to the Seminole County Utilities Department guidelines regarding safety, environmental protection and resident considerations.
- C. Coordinate all activities and report progress daily to the Seminole County Utilities Department (SCUD), Utilities Engineering assigned Project Manager or Inspector.
- D. Contractor shall ensure that all work is in accordance with the provided technical specifications provided, these additional requirements and scope, and all Seminole County Utility standards. Should any conflicts arise with the aforementioned specifications and standards, the Technical Specifications shall govern.
- E. The Contractor shall complete this project to specification.
- F. The contractor will be responsible for the reporting of any spills or permit violations.
- G. Perform the removals and installations in a manner not to damage any equipment, systems, structures that are to remain. Grade and sod all disturbed

- areas, repair or replace damaged pavement, signs or structures caused by the demolition task operations at no additional cost to the Owner.
- H. All generated debris shall be contained by the contractor. All debris and demolition material shall by removed from each work site and disposed of by the contractor in compliance with all Federal, State and Local codes and regulations.
- I. The Contractor shall install appropriate silt screens, to protect the work site hazards from environmental damage.
- J. Contractor shall provide all required Maintenance of Traffic (MOT) and Temporary Traffic Control (TTC), personnel, traffic barriers, fencing, etc. for pedestrian traffic, vehicular traffic, or both. All MOT/TTC shall adhere to FDOT standards, latest edition.
- K. The Contractor shall ensure that all employees on any of the work sites will wear safety vests with reflective stripes when working exposed to vehicular traffic or areas accessible by the public. Hard hats must be worn when overhead work is being performed or within the boom reach of any crane in use.
- L. The Contractor shall always during the progress of the work have at the work sites as the Contractor's agent a competent Supervisor of Foreman capable of interpreting the Drawings and Specifications. The designated person shall have experience in the type of work being performed. The designated person shall have full authority to take corrective action in any deficiencies noted by the Owners assigned Project Manager. The Contractors' site assigned Supervisor or Foreman shall speak and understand English and have the authority to act on behalf of the contractor. All communications given to the designated Foreman or Supervisor shall be binding as if given to the contractor.

#### 1.2 SEQUENCE OF WORK

A. The order in which the locations for work are performed is at the discretion of the Owner and will be assigned prior to construction.

#### 1.3 SCHEDULE REQUIREMENTS

- A. The Working hours shall be 7:00 AM to 5:00 PM. Any exceptions shall be preapproved by the SEMCO Project Manager.
- B. The contractor shall attend an initial coordination meeting (kick-off) with SEMCO Utilities Engineering to establish start date (NTP) and an overall project schedule with completion date within 2 weeks from Contract issuance date.
- C. The contractor shall develop a work site plan with an intended daily schedule to present to the SEMCO Utilities Engineering assigned Project Manager and secure any required permits required in advance of the project start date.

#### 1.4 MATERIALS

A. The Contractor will have available at each work site the required materials listed on the Engineers Drawings, Technical Specifications, and herein to ensure completion per the contract agreement.

#### 1.5 COUNTY RESPONSIBILITIES

- A. The County will provide complete sets of Engineered Drawings for each Pump Station location. The Contractor shall provide all required permits utilizing the County provided items listed here.
- B. The County will provide field representatives to monitor the work and provide any operational assistance as needed during normal work hours.
- C. The County will provide the Contractor with an afterhours contact in case of emergency.

#### 1.6 PRICE STRUCTURE

- A. Unit prices for the Pay Items are to be inclusive of all costs that are incidental and integral to the completion of the Work.
- B. All Pay Items are "Lump Sum". It is the responsibility of the Contractor to perform all necessary investigations to quantify materials, work, and equipment to complete the work.

#### PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
A.	General Conditions	0	Lump sum	\$0.00	
A1	Performance Bond and Payment Bond, Insurance	1	Lump sum	\$45,000.00	\$45,000.00
A2	Material and Workmanship Bond		Lump sum	\$10,000.00	\$10,000.00
В	Howell Cove SE286 PUMP STATION	0	Lump sum	\$0.00	
B1	Mobilization	1	Lump sum	\$60,000.00	\$60,000.00
B2	Preconstruction Video	1	Lump sum	\$2,000.00	\$2,000.00
В3	Erosion and Sediment Control	1	Lump sum	\$4,000.00	\$4,000.00
B4	Temporary Traffic Control (Maintenance of Traffic) - Jericho Dr. and Residences at Pump Station	1	Lump sum	\$20,000.00	\$20,000.00
B5	Bypass Pumping	1	Lump sum	\$40,000.00	\$40,000.00
B6	Remove Pipe, Pumps, Guide Rails, Floats, Valves, Fittings, Accessories at the Wet Well, Valve Vault, and Extending from the Wet Well to the Existing Plug Valve at the Force Main Connection Point (Remove the existing emergency pump out and plug valve at the Force Main Connection Point)	1	Lump sum	\$55,000.00	\$55,000.00
B7	Remove and Replace Site Concrete	1	Lump sum	\$5,000.00	\$5,000.00
B8	Remove and Replace Wet Well Top Slab, Vent, and Hatch	1	Lump sum	\$8,000.00	\$8,000.00
B9	Remove Existing Valve Vault and Install New Valve Vault including the new hatch and coating	1	Lump sum	\$20,000.00	\$20,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
B10	Install New Pumps, Guide Rails, Cable Holder, Floats, New Base Elbows, New Base Plate, and Accessories (2 Pumps)	1	Lump sum	\$180,000.00	\$180,000.00
B11	Install New Stainless Steel Discharge Pipe, Fittings, Brackets, and Accessories in the Existing Wet Well, extending into the valve vault to the new plug valve in the valve vault		Lump sum	\$54,425.00	\$54,425.00
B12	Install new valves, fittings, gauges, restrained transition couplings, pipe supports in the valve vault, replace the existing drain line from the valve vault to the wet well with new drain line and replace the existing flapper valve at the wet well. Install new below grade PVC force main pipe and ductile iron fittings, install the new emergency pump out connection, new plug valve, and connect to the existing force main. Remove existing force main, valves and accessories as needed to accommodate construction	1	Lump sum	\$20,000.00	\$20,000.00
B13	Recoat the interior of the existing wet well	1	Lump sum	\$20,000.00	\$20,000.00
B14	6" Line Stop (If Needed)	1	Lump sum	\$2,000.00	\$2,000.00
B15	Relocate the existing water service line as needed	1	Lump sum	\$2,000.00	\$2,000.00
B16	Install New Sodding and Landscaping	1	Lump sum	\$5,000.00	\$5,000.00
B17	Demolition (Electrical and Controls), Deliver Control Panel to County	1	Lump sum	\$3,000.00	\$3,000.00
B18	New Electrical and Controls and Grounding System, Electrical Equipment Rack and Components Including Control Panel, Meter, Etc., Install/Reroute/Extend Power Feed	1	Lump sum	\$75,000.00	\$75,000.00
B19	Testing and Startup	1	Lump sum	\$1,000.00	\$1,000.00
B20	Site Restoration (Cleanup, Finish Grading)	1	Lump sum	\$1,100.00	\$1,100.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
B21	Record Drawings, Demobilization	1	Lump sum	\$2,000.00	\$2,000.00
D	CARDINAL CREEK (SE331) PUMP STATION	0	Lump sum	\$0.00	
D1	1 Mobilization		Lump sum	\$60,000.00	\$60,000.00
D2	Preconstruction Video	1	Lump sum	\$2,000.00	\$2,000.00
D3	Erosion and Sediment Control Including Silt Fence	1	Lump sum	\$4,000.00	\$4,000.00
D4	Temporary Traffic Control (Maintenance of Traffic) - Cardinal Creek Pl.	1	Lump sum	\$20,000.00	\$20,000.00
D5	Bypass Pumping	1	Lump sum	\$40,000.00	\$40,000.00
D6	Remove Pipe, Pumps, Guide Rails, Floats, Valves, Fittings, Accessories at the Wet Well, Valve Vault, and Extending from the Wet Well to the Existing Plug Valve at the Force Main Connection Point (Remove the existing emergency pump out and plug valve at the Force Main Connection Point)	1	Lump sum	\$55,000.00	\$55,000.00
D7	Sawcut, remove and replace Site Concrete, Install New Site Concrete, New Concrete at Driveway Apron, Remove and Replace Curb and Gutter, Relocate Existing Sign	1	Lump sum	\$5,000.00	\$5,000.00
D8	Remove and Replace Wet Well Top Slab, Vent, and Hatch	1	Lump sum	\$8,000.00	\$8,000.00
D9	Remove Existing Valve Vault Top Slab and Hatch, and Either Remove or Demo Remaining Valve Vault in Place, Backfill and Compact	1	Lump sum	\$20,000.00	\$20,000.00
D10	Install New Pumps, Guide Rails, Cable Holder, Floats, New Base Elbows, New Base Plate, and Accessories (2 Pumps)	1	Lump sum	\$180,000.00	\$180,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
D11	Install New Stainless Steel Discharge Pipe, Fittings, Brackets, and Accessories in the Existing Wet Well, extending above grade at the wet well	1	Lump sum	\$54,425.00	\$54,425.00
D12	Install New Above Grade Pump Station Discharge Lines and Accessories between the wet well and the below grade force main connection point, including new Ductile Iron Pipe, valves, fittings, gauges, restrained transition couplings, concrete pipe supports, new emergency pump out connection, new air release valve and accessories. Install new below grade PVC force main pipe, ductile iron fittings, new plug valve, and connect to the existing force main. Remove existing force main, valves and accessories as needed to accommodate construction	1	Lump sum	\$20,000.00	\$20,000.00
D13	Recoat the interior of the existing wet well	1	Lump sum	\$20,000.00	\$20,000.00
D14	4" Line Stop (If Needed)	1	Lump sum	\$2,000.00	\$2,000.00
D15	Install new site fencing and double swing access gate	1	Lump sum	\$11,000.00	\$11,000.00
D16	Remove existing hose bibb and backflow preventer, connect to existing water line, extend New PE Water Service Line to new hose bibb location, install new Backflow Preventer and New Hose Bibb	1	Lump sum	\$2,000.00	\$2,000.00
D17	Install New Sodding and Landscaping, Relocate Existing Palms	1	Lump sum	\$5,000.00	\$5,000.00
D18	Demolition (Electrical and Controls), Deliver Control Panel to County	1	Lump sum	\$3,000.00	\$3,000.00
D19	New Electrical and Controls and Grounding System, Electrical Equipment Rack and Components Including Control Panel, Meter, Etc., Install/Reroute/Extend Power Feed	1	Lump sum	\$75,000.00	\$75,000.00
D20	Testing and Startup	1	Lump sum	\$1,000.00	\$1,000.00
D21	Site Restoration (Cleanup, Finish Grading)	1	Lump sum	\$1,100.00	\$1,100.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
D22	Record Drawings, Demobilization	1	Lump sum	\$2,000.00	\$2,000.00
E	COBBLESTONE (SE274) PUMP STATION	0	Lump sum	\$0.00	
E1	E1 Mobilization		Lump sum	\$60,000.00	\$60,000.00
E2	Preconstruction Video	1	Lump sum	\$2,000.00	\$2,000.00
E3	Erosion and Sediment Control Including Silt Fence	1	Lump sum	\$4,000.00	\$4,000.00
E4	Temporary Traffic Control (Maintenance of Traffic) - Brooks Ln (As Needed)	1	Lump sum	\$20,000.00	\$20,000.00
E5	Bypass Pumping	1	Lump sum	\$40,000.00	\$40,000.00
E6	Remove Pipe, Pumps, Guide Rails, Floats, Valves, Fittings, Accessories at the Wet Well, Valve Vault, and Extending from the Wet Well to the Existing Plug Valve at the Force Main Connection Point (Remove the existing emergency pump out and plug valve at the Force Main Connection Point)	1	Lump sum	\$55,000.00	\$55,000.00
E7	Sawcut, remove and replace Site Concrete, Install New Site Concrete, remove and replace Concrete Sidewalk	1	Lump sum	\$5,000.00	\$5,000.00
E8	Remove and Replace Wet Well Top Slab, Vent, and Hatch	1	Lump sum	\$8,000.00	\$8,000.00
E9	Install New Pumps, Guide Rails, Cable Holder, Floats, New Base Elbows, New Base Plate, and Accessories (2 Pumps)	1	Lump sum	\$200,000.00	\$200,000.00
E10	Install New Stainless Steel Discharge Pipe, Fittings, Brackets, and Accessories in the Existing Wet Well, extending into the valve vault to the new plug valve in the valve vault	1	Lump sum	\$54,425.00	\$54,425.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
E11	Install new valves, fittings, gauges, restrained transition couplings, pipe supports in the valve vault, replace the existing drain line from the valve vault to the wet well with new drain line and replace the existing flapper valve at the wet well. Install new below grade PVC force main pipe and ductile iron fittings, install the new emergency pump out connection, new plug valve, and connect to the existing force main. Remove existing force main, valves and accessories as needed to accommodate construction	1	Lump sum	\$20,000.00	\$20,000.00
E12	Recoat the interior of the existing wet well and the existing valve vault	1	Lump sum	\$20,000.00	\$20,000.00
E13	4" Line Stop (If Needed)	1	Lump sum	\$1,000.00	\$1,000.00
E14	Remove a portion of the site fencing and install new site fencing	1	Lump sum	\$6,000.00	\$6,000.00
E15	Remove existing hose bibb and backflow preventer, connect to existing water Line, extend New PE Water Service Line to new hose bibb location, install new Backflow Preventer and New Hose Bibb	1	Lump sum	\$5,000.00	\$5,000.00
E16	Demolition (Electrical and Controls), Deliver Control Panel to County	1	Lump sum	\$3,000.00	\$3,000.00
E17	New Electrical and Controls and Grounding System, Electrical Equipment Rack and Components Including Control Panel, Meter, Etc., Install/Reroute/Extend Power Feed	1	Lump sum	\$75,000.00	\$75,000.00
E18	Testing and Startup	1	Lump sum	\$1,000.00	\$1,000.00
E19	Site Restoration (Cleanup, Sodding, Finish Grading)	1	Lump sum	\$1,100.00	\$1,100.00
E20	Record Drawings, Demobilization	1	Lump sum	\$2,000.00	\$2,000.00
F	SLYVAN RESERVE (NW048) PUMP STATION	0	Lump sum	\$0.00	

Pump Station Improvements Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
F1	Mobilization	1	Lump sum	\$60,000.00	\$60,000.00
F2	Preconstruction Video	1	Lump sum	\$2,000.00	\$2,000.00
F3	Erosion and Sediment Control Including Silt Fence	1	Lump sum	\$4,000.00	\$4,000.00
F4	Temporary Traffic Control (Maintenance of Traffic) - Vicinity of Pump Station (As Needed)	1	Lump sum	\$20,000.00	\$20,000.00
F5	Bypass Pumping	1	Lump sum	\$40,000.00	\$40,000.00
F6	Remove Pipe, Pumps, Guide Rails, Floats, Valves, Fittings, Accessories at the Wet Well, Valve Vault, and Extending from the Wet Well to the Existing Plug Valve at the Force Main Connection Point (Remove the existing emergency pump out and plug valve at the Force Main Connection Point)	1	Lump sum	\$55,000.00	\$55,000.00
F7	Remove and Replace Site Concrete, Install new site concrete	1	Lump sum	\$5,000.00	\$5,000.00
F8	Remove and Replace Wet Well Top Slab, Vent, and Hatch	1	Lump sum	\$8,000.00	\$8,000.00
F9	Install New Pumps, Guide Rails, Cable Holder, Floats, New Base Elbows, New Base Plate, and Accessories (2 Pumps)	1	Lump sum	\$200,000.00	\$200,000.00
F10	Install New Stainless Steel Discharge Pipe, Fittings, Brackets, and Accessories in the Existing Wet Well, extending into the valve vault to the new plug valve in the valve vault	1	Lump sum	\$54,425.00	\$54,425.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
F11	Install new valves, fittings, gauges, restrained transition couplings, pipe supports in the valve vault, replace the existing drain line from the valve vault to the wet well with new drain line and replace the existing flapper valve at the wet well. Install new below grade PVC force main pipe and ductile iron fittings, install the new emergency pump out connection, new plug valve, and connect to the existing force main. Remove existing force main, valves and accessories as needed to accommodate construction	1	Lump sum	\$20,000.00	\$20,000.00
F12	Recoat the interior of the existing wet well and the existing valve vault	1	Lump sum	\$20,000.00	\$20,000.00
F13	8" Line Stop (If Needed)	1	Lump sum	\$2,000.00	\$2,000.00
F14	Relocate the existing hose bibb, extend New PE Water Service Line from existing RPZ assembly to new hose bibb location, remove existing water service line	1	Lump sum	\$2,000.00	\$2,000.00
F15	Install New Sodding and Landscaping	1	Lump sum	\$5,000.00	\$5,000.00
F16	Demolition (Electrical and Controls), Deliver Control Panel to County	1	Lump sum	\$3,000.00	\$3,000.00
F17	New Electrical and Controls and Grounding System, Electrical Equipment Rack and Components Including Control Panel, Meter, Etc., Install/Reroute/Extend Power Feed	1	Lump sum	\$75,000.00	\$75,000.00
F18	Testing and Startup	1	Lump sum	\$1,000.00	\$1,000.00
F19	Site Restoration (Cleanup, Finish Grading)	1	Lump sum	\$1,100.00	\$1,100.00
F20	Record Drawings, Demobilization	1	Lump sum	\$2,000.00	\$2,000.00
TOTAL			1	1	\$2,387,100.00

#### TRENCH SAFETY ACT (if applicable for this project) SECTIONS 553.60-553.64, FLORIDA STATUTES

#### **NOTICE TO BIDDERS:**

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs <u>are not a separate pay item.</u> The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST		
Trench Box	LS	1	\$3,500.00	\$3,500.00		
			TOT	TAL \$3,500.00		
Davinalda Haliman V	liaa Draaidant	Com 9 Colli	or In o			
Reynolds Holiman, V Representative Name	e .	_ Can a Colli	& Collier Inc. Bidder Name			
Ky Hol		March 26, 2				
Representative Signa	ture	Date				

#### AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

action of every kind or character, whether in law or equity, resulting from the
CONTRACTOR CONSULTANT's acts or omissions in connection with the ADA.
CONTRACTOR: Carr & Collier Inc.
Signature: Wy Hol
Printed Name: Reynolds Holiman
Title: Vice President
Date: March 26, 2025
Affix Corporate Seal (if applicable)
STATE OF Florida COUNTY OFLake
Sworn to (or affirmed) and subscribed before me by means of $\boxtimes$ physical presence or $\square$ online
notarization, this <u>26th</u> day of <u>March</u> , <u>20 25</u> , by <u>Reynolds Holiman</u> .
DIANNE WOODS MY COMMISSION # HH 483915 EXPIRES: May 21, 2028  Dianne Woods  Print/Type/Stamp Commissioned Name of Notary Public
X Personally Known OR Produced Identification
Type of Identification Produced: N/A

## SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS CONSTRUCTION FORMS EXHIBIT TO THE AGREEMENT

#### TO BE PROVIDED TO THE CONTRACTOR WITH THE AGREEMENT

Application for Payment	
Continuation Sheet for Application for Payment	C-01 (2)
Change Order Form	
Shop Drawing Submittals	
Authorized Field Change (AFC)	
Certificate of Substantial Completion	
Certificate of Final Completion	
Contractor's Release	
Contractor's Waiver of Lien (Partial)	
Subcontractor's Waiver of Lien (Partial)	
Contractor's Waiver of Lien (Final and Complete)	
Subcontractor's Waiver and Release of Lien (Final)	
Consent of Surety to Final Payment	

Any manipulations of these documents would be grounds for fraud and misrepresentation.

#### EXHIBIT E SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

#### **APPLICATION FOR PAYMENT**

Contract for:	Payment Application No.:	
County Contract No.: CIP No.:		
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by County	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	
1. ORIGINAL CONTACT SUM		\$
2. NET CHANGE BY CHANGE ORDER		
3. CONTACT SUM TO DATE (Line 1 & Line 2)		\$
4. TOTAL COMPLETED AND STORED TO DATE		\$
5. RETAINAGE:		
(a) % of Completed Work	\$	
(b) % of Stored Material	\$	
Total Retainage (Lines 5a + 5b, or Total in Column 1)		\$
6. TOTAL EARNED LESS RETAINAGE		\$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$
(Line 6 from Prior Payment Application)		
8. CURRENT PAYMENT DUE		\$
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 min	nus Line 6)	\$
The undersigned Contractor certifies that (1) all previous payments for Work Contractor incurred in connection with Work covered by prior payment applie Equipment incorporated in the project are free and clear of liens, security inte to pay in full, minus retainage, all amounts owed to its subcontractors and sup	cations (1 through) under the rests and encumbrances; (3) all p	this Agreement; (2) all Materials and revious payments have been applied
CONTRACTOR:	DATE:	
By: (Print)	(	Signature)
By: (Print)  STATE OF FLORIDA COUNTY OF	(	oignataroj
Sworn to (or affirmed) and subscribed before me by means of day of, 20, by		
Signature of Notary Public – State of Florida	Print/Type/Stamp Commiss	ioned Name of Notary Public
Personally Known OR Produced Identification	Identification Type:	
COUNTY: In accordance with the Contract Documents, the ur	ndersigned recommend pay	ment as presented.
Engineer:	Date:	
Project Manager:	Date:	

#### **CONTINUATION SHEET**

#### **APPLICATION AND CERTIFICATION FOR PAYMENT**

Containing Contractor's signed certification is attached

APPLICATION #:
APPLICATION DATE:
PERIOD TO:
PROJECT #

Α	В			С	D	E	F	G		Н	I
ITE M#	DESCRIPTION OF WORK	QTY	UNIT	SCHEDULED VALUE	WORK CO	MPLETED	MATERIALS	TOTAL COMPLETED	%	BALANCE	RETAINAGE
				(original base bid value)	FROM PREVIOUS	THIS PERIOD	PRESENTLY STORED	AND STORED	(G / C)	TO FINISH	(IF VARIABLE RATE)
				sia valuo,	APPLICATION (D + E)		NOT IN D OR E	TO DATE (D+E+F)		(C - G)	,
-											
	GRAND TOTALS										

#### **CHANGE ORDER**

CONSTRUCTION PROJECTS

CONTRA	CTOR:		_	Date:		
Contract	No.:	Project Name:				
Change C	Order No.:	Wo	rk Order No.: (if ap	plicable)		
-	Contract / Work Order Amount:				<b>.</b>	
· ·	orior to this Change Order, if difference	ent:			\$	
Change C	Order Amount:	Decrease	☐ No Chang		<b></b>	
Revised (	Contract / Work Order Amount incl	uding this Change Orde	er:	(	\$	
Change C	Order Time: Increase	Decrease	☐ No Chang	e	Days	
Date of S	Substantial Completion through this	Change Order:				
Date of F	inal Completion through this Chan	ge Order:				
Acknowle by this Cha effect on th	of file a contract claim of any nature on to ntitled to no more costs or time, direct, adgements: The aforementioned change ange Order; and it is expressly undersone original Agreement other than matter of the Architect or Engineer of Recounty Project Manager:	indirect, impact, etc., pursuge, and work affected therelated and agreed by the Cers expressly provided here	pant to this Change O by, is subject to all pro county and the Contra ein.  ges to the design of the Manager.	order.  visions of the original Agree  ctor that the approval of th	ement not specifically changed his Change Order will have no	
Address:						
Sign:						
Date:						
PURCHA	SING AND CONTRACTS DIVISION	ON:				
Signature	e:		Date			
-	Procurement Administrrized by Section 3.554, Seminole (	ator	· · · · · · · · · · · · · · · · · · ·			
WITNESS	S:		WITNESS: _			
	For Board approved Items:	Meeting Date:		Item #		

# Seminole County Board of County Commissioners

## **SHOP DRAWING SUBMITTALS**

Date: _					Submittal #:		
ENGINE	ER OF R	ECORD:			CONTRACT	OR:	
				- - -			
Attention	n:	Project Mar	nager	_			
Project N	Name:						
Contract	No.:		CIP# _		Contractor:		
Item No.	Copies		Description		Previous Submission No.	Specification Section(s)	Plan Sheet No.
Contract	or's Autho		esentative: _				
то ве с	OMPLE	TED BY ENG	SINEER OF	RECORD:			
Item No.	Copies	Resu Yes	bmit No		Commer	nts	
Enginee	r of Recoi	rd:	•		Date:		

## **AUTHORIZED FIELD CHANGE (AFC)**

FIELD ORDER NO						
AGREEMENT TITLE:						
CONTRACT NO.:						
CIP#:						
CONTRACTOR:						
ARCHITECT/ENGINEER:						
AGREEMENT DATE:						
CONTRACT DAY:	OF					
CONTRACTOR authorizes minor	Note: An AFC is not an instrument that amends the Contract Documents. This AFC issued by ENGINEER to CONTRACTOR authorizes minor variations in the Work and not a change in the Work. An AFC does not entitle CONTRACTOR to any adjustment in Contract Price or Contract Time. FINAL AS-BUILT PLANS WILL REFLECT					
I. Minor Variations Author	orized:					
II. Justification						
III. Acknowledgements: I	Mutually agreed to by the CONTRACTOR and the COUNTY.					
This AFC authorized by:						
Includes attachments:	ARCHITECT/ENGINEER By:					
	Date:					
Receipt of this AFC:						
Acknowledged By:	CONTRACTOR By:					
	Date:					

#### **Seminole County Board of County Commissioners**

#### **CERTIFICATE OF SUBSTANTIAL COMPLETION**

**Construction Projects** 

Contractor:		_ Date:	
Contract No.:	Project Name:		
Master Agreement (if applica	able):		
CIP No.:			
	stantial Completion appling specified parts thereof		the Contract
To:	Architect/Engineer of Rec	(Prin	ıt)
	7 trointoov Engineer er reec	7014	
То:	Contractor	(Prin	it)
CONTRACTOR, and AR	rtificate applies has been in CHITECT/ENGINEER, and accordance with the Contrac	that Work is hereby	
	Dat	te of Substantial Completi	on
and the failure to include complete and warrant all the	eted or corrected is attached an item in it does not alter ne Work in accordance with to corrected by CONTRACTO Completion.	r the responsibility of CO the Contract Documents.	NTRACTOR to All items on the

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents, including "As-Built" drawings.

Executed by ARCHITECT/EN	NGINEER on th	ne	day of		_, 20
	ARCHITECT/	<u>ENGINEER</u>	:		
		Print Name	)		
		Signature			
Accepted by CONTRACTOR	on the	day of		_, 20	-
	CONTRACTO	DR:			
		Print Name	)		
		Signature			
Executed by County's PROJE	ECT MANAGEF	R on the	day of		, 20
	PROJECT MA	ANAGER:			
		Print Name	)		
		Signature			

## **Seminole County Board of County Commissioners**

## **CERTIFICATE OF FINAL COMPLETION**

**Construction Projects** 

Contr	actor:		Date:
Contr	act No.:	Project Name:	
Maste	er Agreement (if applicable):		
CIP N	No.:		
This	Certificate of Final Com	pletion applies to all work under	the Contract Documents.
То:	Α	rchitect/Engineer of Record	(Print)
То:		Contractor	(Print)
To:	Seminole County Board	I of County Commissioners or Desi	ignee
autho	orized representatives of (	ate applies has been inspected on CONTRACTOR, and ARCHITECT ompleted in accordance with the Co	/ENGINEER, and that Work is
		Date of Final	Completion

This Final Completion Certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ARCHITECT/ENGINEER or	n the day of	, 20
ARCHITEC	T/ENGINEER:	
	Print Name	
	Signature	
Accepted by CONTRACTOR on the	day of	, 20
CONTRAC	TOR:	
	Print Name	
	Signature	
Accepted by SEMINOLE COUNTY on the	e day of	, 20
WITNESSES:	BOARD OF COUNTY SEMINOLE COUNTY,	
	Procurement Administr	ator
	As authorized by Section 3 Administrative Code	

## **CONTRACTOR'S RELEASE**

This Release must be submitted simultaneously with the Contractor's request for Final Payment and Subcontractor Affidavits.

Agreement Title:	County Contract No.:
	County Contract No.:  Construction Contract # OR Master Services Agreement # & Work Order #
Contractor:	CIP No.:
BEFORE ME, the under	signed authority in said County and State, appeared
deposes and says that he/she is	(Name of Amant) who, being duly swort and personally know to me
(Full I under the laws of Florida, which	(Name of Affiant) who, being duly sworn and personally know to me  (Title of Affiant) of  Legal Company Name), a company and/or corporation authorized to do business is the CONTRACTOR on  ent Title), located in Seminole County, Florida, dated the day o
(Agreeme	ent_Title), located in_Seminole_County, Florida, dated the day of deponent is duly authorized to make this affidavit by resolution of the Board of the Boar
Directors of said company and/o has been complied with in ever approved by the COUNTY's Arc otherwise, in connection with s	or corporation; that deponent knows of their own knowledge that said Agreemen by particular by said CONTRACTOR and that all parts of the Work have been chitect/Engineer; that there are no bills remaining unpaid for labor, Materials, of said Agreement and Word, and that there are no suits pending against the R or anyone in connection with the Work done and Materials furnished or
to the COUNTY simultaneously COUNTY on account of said A estimate in the amount of \$ COUNTY from any further claim	ne final estimate in the amount of \$ which has been submitted with the making of this affidavit constitutes all claims and demands against the greement or otherwise, and that acceptance of the sum specified in said final will operate as a full and final release and discharge of the is, demands or compensation by CONTRACTOR under the above Agreement guarantees under this Agreement shall start and be in full force from the date of a Contract Documents.
	Affiant
State of Florida County of	
Sworn to (or affirmed) and subscrib of, 2	ed before me by means of $\square$ physical presence OR $\square$ online notarization, this $\_\_$ day $0$
	(Name of Affiant)
	Signature of Notary Public – State of Florida
	Print, Type, Stamp Commissioned Name of Notary Public
Personally Known OF	R Produced Identification
Type of Identification Produced:	

## PRIME CONTRACTOR'S PARTIAL WAIVER AND RELEASE OF SEMINOLE COUNTY UPON PROGRESS PAYMENT

Agreement Title:
Seminole County Contract No:
Project Name:
Prime Contractor:
Payment Bond Surety:
Bond Number:
Address of Payment Bond Surety:
STATE OF FLORIDA COUNTY OF:
(Affiant), being duly sworn according to law, deposes and states that he/she is the
Signature of Prime Contractor's Representative Title
STATE OF FLORIDA COUNTY OF:
The Foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this day of, 20, byas for
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)
Personally Known OR Produced Identification
Type of Identification Produced

# SUB-CONTRACTOR'S / VENDOR'S PARTIAL WAIVER AND RELEASE OF SEMINOLE COUNTY, PRIME CONTRACTOR, AND PAYMENT BOND SURETY UPON PROGRESS PAYMENT

Agreement little:	
Seminole County Contract No:	
Project Name:	
Prime Contractor:	
Payment Bond Surety:	
Bond Number:	
Address of Payment Bond Surety:	
STATE OF FLORIDA COUNTY OF:	
(Affiant), being duly sworthe	the amount of \$, hereby waives and release and the Payment Bond Surety for labor, services, and/o
IN WITNESS WHEREOF, the undersigned has signed this in	strument this day of, 20
Signature of Subcontractor's/Vendor's Representative	Title
STATE OF FLORIDA COUNTY OF:	
The Foregoing instrument was acknowledged before me by me this day of, 20, byas	
	(Signature of Notary Public - State of Florida)
(Print, T	ype, or Stamp Commissioned Name of Notary Public)
Personally Known OR Produced Identification	
Type of Identification Produced	

## PRIME CONTRACTOR'S FINAL WAIVER AND RELEASE OF SEMINOLE COUNTY UPON FINAL PAYMENT

Agreement Title:	
Seminole County Contract No:	
Project Name:	
Prime Contractor:	
Payment Bond Surety:	
Bond Number:	
Address of Payment Bond Surety:	
STATE OF FLORIDA COUNTY OF:	
(Affiant), being duly sworn accor the	of the Prime Contractor.
The undersigned, in consideration of the final payment in the amo releases all claims against Seminole County, Florida for labor, services Florida on the above listed project.	unt of \$, hereby finally waives and, and/or materials furnished to Seminole County
IN WITNESS WHEREOF, the undersigned has signed this instrumer	at this day of, 20
Signature of Prime Contractor's Representative	Title
STATE OF FLORIDA COUNTY OF:	
The Foregoing instrument was acknowledged before me by means of this day of, 20, byas	
	(Signature of Notary Public - State of Florida)
(Print, Type, or	Stamp Commissioned Name of Notary Public)
Personally Known OR Produced Identification	
Type of Identification Produced	

## SUB-CONTRACTOR'S / VENDOR'S FINAL WAIVER AND RELEASE OF SEMINOLE COUNTY AND PAYMENT BOND SURETY UPON FINAL PAYMENT

Agreement Title:
Seminole County Contract No:
Project Name:
Prime Contractor:
Payment Bond Surety:
Bond Number:
Address of Payment Bond Surety:
STATE OF FLORIDA COUNTY OF:
(Affiant), being duly sworn according to law, deposes and states that he/she is the
The undersigned, in consideration of the final payment in the amount of \$, hereby finally waives are releases all claims against Seminole County, Florida, Prime Contractor, and the Payment Bond Surety for laboratorics, and/or materials furnished to Prime Contractor on the above listed project.
IN WITNESS WHEREOF, the undersigned has signed this instrument this day of, 20
Signature of Subcontractor's/Vendor's Representative Title
STATE OF FLORIDA COUNTY OF:
The Foregoing instrument was acknowledged before me by means of $\square$ physical presence or $\square$ online notarization, this day of, 20, byas for
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)
Personally Known OR Produced Identification
Type of Identification Produced

## **CONSENT OF SURETY TO FINAL PAYMENT**

Agreement Title:	County Contract No.:Construction Contract # OR Master Services Agreement # & Work Order #
Contractor:	CIP No.:
We,	(Name of Surety), having heretofore executed Performance and covering the Project referenced above in the sum of
payment of the final estimate, including the retain	(\$) hereby agree that the County may make full ned percentage, to said Contractor. The Surety concurs that full payment expressly releases the County from all liability to Surety resulting from full
and/or his assigns shall in no way relieve this Sure and Bonds pertaining to the above referenced Pro	nt to the County to make payment of the final estimate to the Contractor ety of its obligations under its bonds as set forth in the Contract Documents oject. By execution of this Consent, Surety specifically acknowledges that, as failed to pay any subcontractors under this Project, the Surety will make part, and hold the County harmless therefrom.
IN WITNESS WHEREOF, be executed on behalf of its and its corporate seal shall be affixed, on this	(Name of Surety) has caused this instrument to and its duly authorized attorney-in-fact, day of, 20
Signature – Surety's Representative	Signature – Attorney-in-Fact *Power of Attorney must be attached if signed by Attorney-in-Fact
Printed Name & Title	
STATE OF FLORIDA COUNTY OF:	
	efore me by means of   physical presence OR   online notarization, on   Name of   as produced   as
	Signature of Notary Public – State of Florida
	Printed/Typed/Stamped Commissioned Name of Notary Public
	Title or Rank
	Serial Number (if any)

Agreei	ment Name:	Pump Station Improv	vements Project			
Agreei	ment Number: _	CC-6467-25/RTB				
		AFFIDAVIT OF E-\	VERIFY REQUIREMENTS COMP	LIANCE		
	The CONSUL incorporate in	TANT CONTRACTOR all subcontracts the o	agrees to comply with section 448. bligation to comply with section 448.	095, Florida Statutes, and to 095, Florida Statutes.		
1.	system to veri term of the Ag services pursu	fy the employment eligon freement and shall exployment to the Agreement to verify the employment	shall utilize the U.S. Department of gibility of all new employees hired by pressly require any subcontractors put to likewise utilize the U.S. Department eligibility of all new employees his	the CONSULTANT during the erforming work or providing ent of Homeland Security's E-		
2.	2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number CC-6467-25/RTB are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT/SCONTRACTOR breach. DATED this 26th day of March, 20 25.					
		С	Carr & Collier Inc. contractor Consultant Name  By: My Across  Print/Type Name: Reynolds  Title: Vice Pres	s Holiman sident		
STATE	E OFFloric	la	_			
COUN	ITY OF <u>Lake</u>		_			
			fore me by means of 泫 physical pres , by Reynolds Holiman	sence OR □ online notarization, _ (Full Name of Affiant).		
***************************************	MY COMM	ANNE WOODS MISSION # HH 483915 MES: May 21, 2028	Print/Type Name <u>Dianne Woods</u> Notary Public in and for the County and State Aforementioned My commission expires: May 21, 2			

E-Verify Affidavit Revised 5/19/2021

#### **EXHIBIT G**

#### **INSURANCE REQUIREMENTS**

#### **PUMP STATION IMPROVEMENTS**

#### CIP 00082915

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation: Statutory

Employers' Liability: \$ 1,000,000 Each Accident

\$1,000,000 Disease Aggregate

\$ 1,000,000 Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000 Per Occurrence

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products and Completed Operations

\$ 1,000,000 Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000 Combined Single Limit

(Any Auto or Owned, Hired, and

Non-Owned Autos)

D. Commercial Umbrella: \$ 1,000,000 Each Occurrence

\$ 2,000,000 General Aggregate

E. Pollution Liability: \$ 2,000,000 Per Occurrence

\$ 2,000,000 General Aggregate

F. Installation Floater: \$ 250,000 Limit Per Location

\$ 50,000 Maximum Deductible