

# **Request for Qualifications Construction Manager at Risk Services**

## **RFQ 17-025A**

**Crest Avenue WWTF Expansion  
City of Winter Garden, Florida**

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Proposal Due Date: July 26, 2022 (2:00 pm EDT)

**Owner Contact:**

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City Manager  
City of Winter Garden  
300 W. Plant Street  
Winter Garden, Florida 34787  
Tel: 407.656.4111

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# **City of Winter Garden Request for Qualifications Crest Avenue WWTF Expansion Construction Management at Risk Services**

## **PURPOSE**

The City of Winter Garden, Florida, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Winter Garden (City) is soliciting Statements of Qualifications (proposal) from qualified construction management firms that are interested in providing construction services related to capacity expansion and process improvements to the City's Crest Avenue Wastewater Treatment Facility (WWTF), located at 101 E. Crest Avenue.

## **PROPOSER**

For the purpose of this Request for Qualifications (RFQ), the term "Proposer" is defined as the legal entity submitting a proposal. Proposals will be evaluated in accordance with Section 287.055, Florida Statutes.

Proposers intending to submit a bid as a joint venture with another company must provide documentation attesting to the formation of that joint venture with their submittal.

## **BACKGROUND**

The City's Crest Avenue WWTF is located at 101 E. Crest Avenue. The WWTF operates under Florida Department of Environmental Protection (FDEP) Permit #FL0020109, issued on May 30, 2018. The facility is a 4.75-million-gallon-per-day (mgd) annual average daily flow (AADF) design capacity advanced domestic wastewater treatment facility. The plant processes include flow equalization, influent screening, grit removal, biological nutrient removal (via a 5-stage Bardenpho process), clarification, filtration for total suspended solids control, and disinfection by chlorination. Solids processes include thickening, aerobic digestion, and dewatering by belt filter presses. Figure 1 depicts the existing facility.

In 2021, the City contracted with Atkins under RFQ #17-025 to provide engineering services for a capacity expansion and treatment process upgrade to the WWTF that will meet the need for future capacity while also ensuring that advanced wastewater treatment (AWT) standards are maintained. The WWTF is site constrained; thus, the primary objective is to achieve the maximum permissible capacity without expanding the facility beyond its current footprint.

With the WWTF nearing its capacity and an inflationary economy, the City has determined that it is in their best interest to engage a Construction Manager at Risk (CMAR). The intent is to utilize the CMAR project delivery method to provide value engineering services during design that will result in schedule and cost savings. In addition, the CMAR ensures that the construction costs will be transparent through the open-book guaranteed maximum price (GMP) process during construction.



Figure 1. Existing Facility

## PROJECT DESCRIPTION

The City, in cooperation with Atkins (Engineer), considered several process alternatives to maximize the treatment capacity of the facility and ultimately a 5-stage membrane bioreactor (MBR) was selected and further analyzed in detail as the preferred alternative. The MBR process selection, utilizing hollow-core fiber membranes, allows for repurposing of existing clarifier volumes within the concrete process tanks, as well as demolition of both the in-service disk filters and the decommissioned traveling bridge filters. Process analysis and optimization efforts conducted at the preliminary engineering phase demonstrate a future permit capacity target for the facility at 7.5 mgd AADF with a 2.0-peak-day-flow multiplier, resulting in a hydraulic plant capacity of 15 mgd. Figure 2 presents the anticipated demolition plan. Figure 3 depicts the proposed site plan. The proposed improvements to attain the permit capacity of 7.5 mgd AADF are as follows:

**Influent pump station (IPS):** The existing influent pump station will be rehabilitated, including concrete restoration and protective measures. Pumps, piping, and valves for the station will be upgraded to meet the proposed future-flow capacity, and the station will be modified to incorporate an influent channel with two 6-millimeter (mm) mechanical bar screens on the east side of the existing wet well to address current pump ragging issues. The terminal manhole shall be either rehabilitated or replaced.

**Pre-treatment facility (Headworks):** A new elevated concrete structure will be constructed along the northern end of the East Treatment Process Basins to incorporate 2-mm fine screening and a stacked-tray grit removal, washing, and classification system to ensure protection of both equipment and membrane modules downstream. The existing headworks will be demolished once the IPS modifications are in place and the new headworks is online.

**Flow equalization basins (EQ tanks) and pumping:** The facility currently has a single 0.75-million-gallon (MG), pre-stressed, open-top, concrete storage tank providing influent flow equalization. A new 0.90 MG, cast-in-place concrete tank with two cells will be constructed in the area of the decommissioned traveling bridge filters to provide additional flow equalization capacity. Both the proposed tank and the existing tank will be covered with an inverted-truss, aluminum cover to provide a closed environment to facilitate air removal for odor control. The existing and proposed tanks will be interconnected, and a new pumping station will be constructed to return the side-stream equalization volumes back to the fine screens during low-flow periods.

**Odor control:** A new biological odor control system with a carbon polishing unit will be installed to service both the new headworks and the EQ tanks. The proposed odor control system will be constructed west of the existing EQ tank.

**Flow splitter structure:** A new flow splitter structure will be constructed in the area south of the existing headworks to provide uniform flow splitting and isolation capabilities for each of the biological treatment trains. This concrete structure will use multiple chambers and slide gates to accomplish the desired flow split capability.

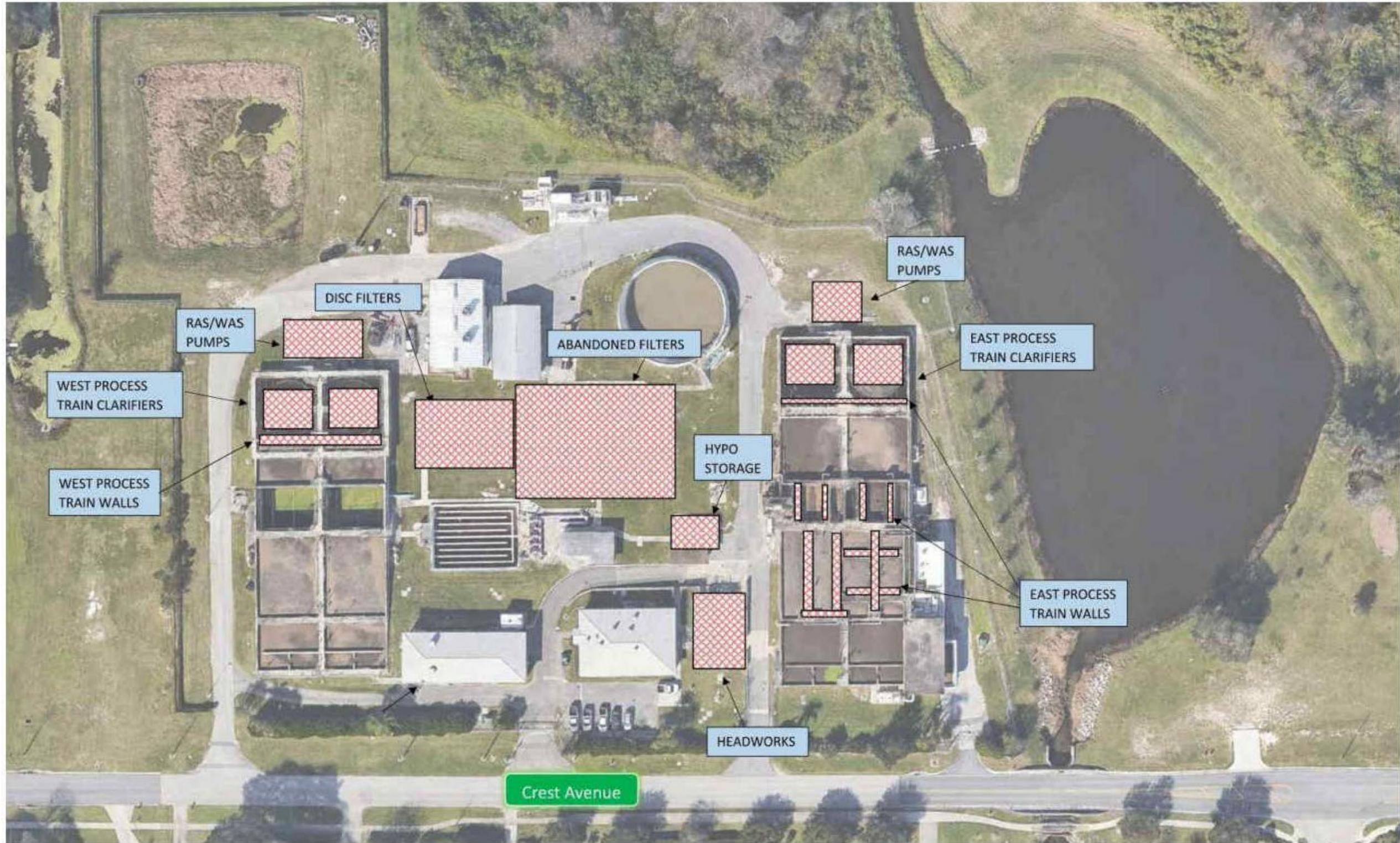


Figure 2, Anticipated Demolition Plan



Figure 3, Proposed Site Plan

**MBR process trains:** Each of the four existing biological process trains will be retrofitted in a phased approach, allowing for a maintenance of plant operations strategy that keeps the facility operating and meeting permit requirements while converting each train. The existing structures will be modified by a combination of demolition and construction of new walls, baffles, and channels to reconfigure the basins for the proposed 5-stage biological process trains to meet AWT effluent quality. The existing sludge holding tanks in the middle of the current process regime will be converted to biological process volume and the clarifier volumes on the end of each process train will be restructured to provide the proposed membrane filtration configuration and sludge holding capacity. MBR process support buildings will be built adjacent to the northern end of the process structures to house pipe galleries, pumping, and air-scour blower equipment. Multiple pumping stations will be constructed adjacent to the process tanks to support various flow recycles for the biological process regime.

**Chlorine contact tank and effluent pumps:** The hydraulic capacity of the existing disinfection facilities is adequate to achieve the proposed effluent hydraulic capacity and CT value (chlorine concentration multiplied by contact time); therefore, no new basin is proposed. However, new effluent pumps will be installed to meet the higher-rated plant flow consistent with the requirements of the reclaimed distribution system improvements under development as part of the City's reclaimed water master plan.

**Chemical feed facility:** A new, covered, chemical feed facility will be constructed on the footprint of the existing headworks, including storage tanks and skid-mounted metering pumps for chlorine, alum, and a carbon source.

**Electrical, instrumentation & controls improvements:** New electrical buildings with emergency power generation capabilities are proposed for the east and west side of the site to provide Class 1 power reliability for the facility. As the treatment process for the facility will essentially be completely reconfigured at the end of the project, an all-new instrumentation and controls system is proposed for the facility.

**Site civil and yard piping:** Various site civil and storm facility modifications will be required to support access and maintenance of the proposed facility improvements, and numerous yard piping modifications will be required to establish the new flow regime for the facility. Site security and lighting will also be updated as part of this project.

**Reject water management:** A new reject water system will be required under this project. Management of reject water will include a new 2 MG ground storage tank and re-pump facility. This storage and re-pump facility will be located at the City's existing water treatment plant site at 1025 East Fullers Cross Road.

**Filter demolition:** Both the existing operational disk filters and decommissioned traveling bridge filters will be demolished.

The improvements will need to be planned in such a way as to minimize impacts to the existing operations. During construction, the plant is to remain operational with coordinated shutdowns of major equipment kept to a minimum.

Planning level construction costs range from \$38M to \$50M.

## SCOPE OF WORK

CMAR services will be separated into two Task Orders — Pre-Construction Services and Construction Phase Services. Additional Task Orders may be required for “early out” construction packages. The City may choose, for sales tax recovery purposes, to purchase equipment that has been selected through the CMAR’s bidding and contracting processes.

### Task Order 1: Pre-Construction Services

Pre-Construction Services will begin with the review of the Preliminary Design Report (30% design) and continue with the CMAR working with the City and their Engineer to develop construction documents suitable for construction and appropriate for preparing a Guaranteed Maximum Price (GMP) Construction Cost Proposal. CMAR will propose a GMP no later than the ninety percent (90%) project design level. The City intends that the GMP Agreement be based upon an open-book approach. Activities associated with Task Order 1 include but are not limited to the tasks listed below.

- Coordinate and facilitate an 8-hour partnering workshop to be held over a 2-day period with one session held within two weeks of award and one held upon acceptance of the GMP. The workshops shall be paid for by the Contractor and run by a third party experienced in team building and alternative construction delivery. The partnering workshop shall include City Staff, the engineering team, and the Contractor's Team.
- Participate in bi-weekly design team meetings and monthly Progress Meetings. Maintain a rolling list of action items. During the monthly Progress Meetings with the City and Engineer, provide updates on construction market pricing trends and updates on the anticipated project construction costs and schedule.
- Review and provide value engineering alternatives on the draft Preliminary Design Report (30% design).
- Independently verify Engineer’s preliminary cost estimate. Provide an updated project cost to the City and Engineer.
- Coordinate with design engineers on equipment selection and facility layout during 60% and 90% design. Provide informal progressive value engineering of design documents to reduce changes and errors in the construction documents and to gain efficiencies in project delivery. Document design recommendations and associated design decisions. Provide review of the submittal packages for each design phase.
- Solicit proposals from membrane system suppliers (MSS) to provide MBR equipment. Coordinate with the City and Engineer on the components of the solicitation and the final selection of the MSS. Prepare a proposal for purchase of MBR equipment and associated MSS services.
- Recommend potential vendors and manufacturers for incorporation into the design.
- Assist with pre-construction permitting activities. Communicate permitting requirements to design engineers. Verify construction management requirements for regulatory permitting and federal and state loans.
- Create and manage a master schedule for design, procurement, and construction phases.

- Recommend construction phasing and potential “early out” construction packages that will reduce the project schedule and/or minimize interruption to City operations during construction. Assist in the creation of the associated design packages.
- Monitor market availability of major mechanical and electrical equipment. Provide recommendation on long-lead items for early procurement. Coordinate with the City and Engineer on purchase/delivery/storage options for pre-purchased equipment.
- Propose a GMP no later than the ninety percent (90%) project design level. Develop bid list, setup and facilitate site visits for potential vendors, and create and distribute bid packages. Work with the Engineer to address Requests for Information and develop Addenda.
- Provide a recommended list of cost allowances to be included in the GMP. Fully describe each allowance item including a summary description of the allowance item, an itemized list of scope items included within allowance item, and any specific and applicable exclusions to allowance item.

## **Task Order 2: Construction Phase Services**

If the City accepts the CMAR’s GMP Proposal, Task Order 2 will be executed. Activities associated with Task Order 2 include but are not limited to the tasks listed below.

- Coordinate and facilitate the second 4-hour partnering workshop as defined in Task Order 1.
- Administer a formal construction management software package for use by the CMAR, Engineer, and City for management of construction documents, including submittals, progress reports, schedule reports, cost controls, Requests for Information (RFIs), Field Orders, Change Orders, Operations and Maintenance Manual, photographs and videos, and other construction-related documentation.
- Manage and maintain the open-book GMP.
- Obtain all permits. Secure all necessary construction permits, including dewatering. Coordinate all compliance inspections.
- Coordinate inspection activities associated with all permits. Close out permits at final completion and provide a copy of the closed permits to the City.
- Conduct monthly project meetings during the construction phases. CMAR shall prepare and distribute meeting agendas and summaries.
- Create a schedule of values and distribute for City and Engineer review. Manage and maintain the schedule of values throughout construction.
- Prepare a detailed safety plan for Contractor staff, City employees, and the engineering team.
- Prepare and maintain a detailed construction schedule. Develop and implement phased construction packages to maintain plant operations and minimize the overall construction schedule. Schedule shall include all major sequences of the preconstruction and construction work, material supplies, long-lead procurement, Engineer’s approval of shop drawings, temporary bypass activities, and performance testing requirements.

- Manage distribution of submittals, RFIs, Change Orders, and Field Orders. Proactively look for options for reducing costs associated with change orders through value engineering and/or schedule reductions.
- Determine composition and prepare final construction packages. Conduct pre-construction meeting(s) with subcontractors prior to beginning work. Supervise all subcontractors. Conduct bidding of specialized commodity materials such as stainless steel pipe.
- Manage all aspects of construction, including project administration, invoicing, start-up services, training activities, health and safety requirements, and subcontractor management.
- Ensure the performance of the constructed facility meets its design intent in relation to quantity and quality of wastewater treatment.
- Maintain As-Built Drawings throughout construction. Provide As-Built Drawings in CAD format to the City at the completion of construction. Coordinate with the Engineer on completeness and accuracy of the final Record Drawings.
- Organize and distribute one file containing all approved Operations and Maintenance Manuals. The file shall be organized by facility, bookmarked for each piece of equipment with subsections bookmarked per the Table of Contents in each equipment O&M Manual. Coordinate with the Engineer on completeness and accuracy of final plant O&M Manual.

## ANTICIPATED PROJECT SCHEDULE

Based on treatment process modifications and the associated project description as listed above, the anticipated project schedule is shown below.

<b>Deliverables and Milestones</b>	<b>Date</b>
CMAR Selection	8/12/2022
30% Design Submittal	9/26/2022
Submit Permit Applications	10/26/2022
Draft 60% Design Submittal	1/23/2023
Draft 90% Design Submittal	6/12/2023
Construction Begins	8/7/2023
Substantial Completion	8/7/2026

## RFQ SCHEDULE

A Mandatory Pre-Submittal Meeting followed by a site visit and tour of the property identified above will be held on Wednesday, July 6, 2022, at 2:00 pm at City Hall, 300 West Plant Street, Winter Garden, Florida. Qualifications packages must be received no later than Tuesday, July 26, 2022, at 2:00 pm. Any qualifications packages received after this time will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the respondent. Qualification packages submitted after this designated time will be returned unopened.

A final RFQ award decision will be made no later than Friday, August 12, 2022. The selected Proposer must be prepared to submit a draft Scope of Services and Budget Task Order for services during design to the City within 15 days of notice of selection.

The City, through written inquiries, will receive questions regarding the RFQ. The deadline for receipt of written inquiries is Tuesday, July 19, 2022, by close of business. Submit such inquiries via email to Bob Bryant at [robert.bryant3@atkinglobal.com](mailto:robert.bryant3@atkinglobal.com).

Pursuant to Section 287.133(2)(a), Florida Statutes, interested firms who have been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide services for a public entity, may not be awarded a Consultant contract, and may not transact business with a public entity for services the value of which exceeds \$15,000 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Interested firms may obtain a copy of the RFQ documents at: <https://www.cwgd.com/bids.aspx>.

## **PROPOSAL REQUIREMENTS AND ORGANIZATION**

### **Submission Requirements**

Proposers shall submit five (5) hard copies, including one (1) original of the proposal and one (1) electronic copy to the City of Winter Garden reception desk by the submission deadline. The electronic copy shall be in portable document format (.pdf) and shall be submitted on a Disk or USB flash drive. The PDF file shall be bookmarked with major sections and appendices. The PDF file shall not be password protected. The package for the selection of the CMAR shall be sealed and clearly labeled on the outside of the package with the following title of the proposal:

**Request For Qualifications - RFQ #17-025A**

**Crest Avenue WWTF Expansion**

**Construction Management at Risk Services**

**Attention: Jon C. Williams  
City of Winter Garden  
300 West Plant Street  
Winter Garden, FL 34787**

Faxed or emailed submissions will not be accepted.

### **Page Size and Format**

Proposals shall be submitted on 8½-x-11-inch paper. Tri-folded 11-x-17-inch paper shall only be used in the appendices. There is no page limit for this proposal, although there is a page limit for specific sections of the proposal. Provide individual tabs for each section of the proposal. Minimum font size shall be 11 points.

Proposals shall be organized with a table of contents and tabbed dividers between sections. Required sections are as follows:

## **Cover Page**

The cover page shall include the title of this proposal, followed by Proposer's name and contact information.

## **Table of Contents**

Provide a table of contents for the proposal.

## **Section 1 – Cover Letter**

Provide a cover letter of no more than 2 pages in length, signed by an authorized representative of the Proposer. The letter shall include:

- A brief statement describing the services to be provided with the proposal.
- The name, physical address, email address, and mailing address of the person who will respond to questions about this proposal.
- Highlight CMAR qualifications and the ability to provide services requested in the proposal.
- Acknowledgment of receipt of addendum (and number).

## **Section 2 – Executive Summary: Understanding and Approach to Project**

The Executive Summary shall include a brief description of the approach to the work, understanding of the project goals and objectives, with identification of potential problems or concerns associated with the project. Discuss experience in identifying and successfully meeting the requirements of federal and state grants and loan programs. Avoid presenting duplication of information from other sections of the proposal. The Executive Summary shall not exceed 5 pages in length. Avoid listing staff and résumés in this section. Provide résumé's as an appendix, if necessary.

## **Section 3 – Organizational Chart**

Provide a 1-page organizational chart depicting the proposed Construction Management Team. Include all staff members that will be connected to the project, especially superintendents, project schedulers, and cost estimators. The staff members called out in the organizational chart will be used for the project; substitutions are disallowed without prior approval by the City.

## **Section 4 – Firm and Staff Experience**

The Construction Management firm selected for this project should have a minimum of 7 years of experience in the construction management of projects similar in complexity. Focus should be on construction within Florida of Water Treatment Plants (WTP) and WWTF construction, underground utility pipelines, and rehabilitation of lift stations and collection system projects. Preferential consideration will be given for WWTF experience with membrane bioreactor installations, expansion of existing treatment plants by more than 2 mgd, and projects with phased or early delivery construction packages.

List five projects, maximum of 1 page per project. Provide the following information for each project:

- Project name
- Project location
- Owner's name
- Project description
- Contract method (CM, CMAR, etc.)
- Project start date
- Project initial budget and final budget
- Number of change orders
- Initial and final substantial completion dates
- Summary of work performed by your firm
- Reference for the project including contact name and phone number

Staff assigned to this project should have a minimum of five years' experience in similar project roles. Focus should be on construction experience within Florida on WTP and WWTF construction, underground utility pipelines, and rehabilitation of lift stations and collection systems. Preferential consideration will be given for WWTF experience with membrane bioreactor installations and expansion of existing treatment plants by more than 2 mgd.

Provide the following summaries:

- **Project experience for the Project Manager** shown on the Organizational Chart, including education, certifications and professional affiliations, number of years in present position, project experience, and number of years employed by this firm (1 page maximum).
- **Project experience for the Project Engineer** shown on the Organizational Chart, including education, certifications and professional affiliations, number of years in present position, project experience, and number of years employed by this firm (1 page maximum).
- **Project experience for the Superintendent(s)** shown on the Organizational Chart, including education, certifications and professional affiliations, number of years in present position, number of years employed by this firm, and experience/ability of superintendent to identify/solve issues during construction. One page maximum per person; each Superintendent should have their own individual page if more than one is listed in the organizational chart.
- **Project experience for the Lead Cost Estimator and Lead Scheduler** as shown on the Organizational Chart, including education, certifications and professional affiliations, number of years in present position, and number of years employed by this firm. Combine these two résumés on 1 page.

## **Section 5 – Value Engineering, Design Support, Project Scheduling, and Project Communication**

Describe your firm's approach to partnering with the City and Engineer. Provide examples of previous opportunities and experience providing value engineering throughout all phases of the project. Discuss recommended protocols for meshing value engineering with budget, schedule, and potential redesign. Describe the benefits and the challenges associated with CMAR involvement in design activities. (No points will be provided if the Proposer believes that there are no challenges.) Describe your firm's experience in expediting a project schedule through design and construction and the anticipated opportunities to do so on this project. Provide your firm's ideal scenario for maintaining open communication between the City, Engineer, and CMAR throughout project design and construction. Limit section to 7 pages.

## **Section 6 – Understanding of GMP and Loan Requirements**

Detail Proposer's approach to creating a open-book, guaranteed maximum price (GMP). Provide the bid review process(es) that would be recommended for this project. Describe your firm's approach for adhering to the agreed-upon GMP in the face of construction delays, price escalation, errors, and omissions. No points will be given if the answer to this question is your firm never has delays, errors, and omissions. The intent is to examine the "what-if" scenario. Discuss your firm's experience in identifying and successfully meeting the requirements of federal and state grants and loans. Section shall be 3 pages maximum.

## **Section 7 – Firm Availability**

Describe your firm's current workload in tabular format. List the size of the project, construction costs, client's name, scheduled substantial completion date of project, and scheduled final completion date of project. The project with the nearest substantial completion date should be listed first, with other projects listed in order of substantial completion dates. Projects that have been awarded but are not yet under contract should appear at the end of the table. Discuss resources available to dedicate to this project. Discuss the approach to maintaining the project schedule. Section shall be limited to 3 pages.

## **Section 8 – Safety Record**

Provide a brief summary of your standard safety plan and enforcement methods. Describe how your firm handles site visits from outside vendors and engineers. Provide a list of OSHA citations levied during the past five years. Describe the infractions and indicate whether there was a warning or fine imposed and the dollar amount of each. Include details from your organization's OSHA 300A log for the past five years including number of lost workday cases, restricted workday cases, cases requiring medical attention, and number of fatalities.

## Appendices

Proposer may provide additional information in appendices to the proposal. Information in the appendices will not be considered for scoring purposes but will be considered after scoring for use in contract and project execution.

The Appendix A shall include any potential exceptions to the City's Contract/Agreement and all Required Forms. This list of exceptions will not be used for scoring. The list of exceptions from the winning Proposer will be submitted to the City's Attorney to begin review of the exceptions in an effort to advance the Master Agreement as quickly as possible.

It is highly recommended that the Proposer provide a preliminary scope for the first Task Order for this project in the appendices. **DO NOT INCLUDE A FEE.** The preliminary scope will not be considered for scoring. Once a Proposer is selected, their preliminary scope will become the working draft in an effort to advance the finalization of the Task Order. The first Task Order should include all activities associated with CMAR support during the design phases (30%, 60%, and 90%) of this project as defined in the Scope of Work.

List appendices in the Table of Contents.

## SELECTION CRITERIA AND SCORING

It is the intent of the City to award a contract to the Proposer who, in the sole opinion of the City, is most qualified to perform the scope of services required. The following selection criteria, including financial and non-financial criteria, will be used to score the proposals. A total of 100 points will be allocated. The Proposer with the highest score will be the selected as the CMAR.

<u>Section 2</u> - Understanding and Approach to Project	20 points
<u>Sections 3-4</u> - Organizational Chart, Firm and Staff Experience	25 points
<u>Section 5</u> - Value Engineering, Design Support, Project Scheduling, and Project Communication	30 points
<u>Section 6</u> - Understanding of GMP and Loan Requirements	10 points
<u>Section 7</u> - Firm Availability	10 points
<u>Section 8</u> - Safety Record	5 points

## Acceptance or Rejection of Proposals

The City reserves its rights to waive any irregularities in the solicitation process, to reject any or all proposals, or to re-solicit this RFQ if desired.

Any proposal that is incomplete, conditional, obscured, or which contains irregularities of any kind, may be rejected by the City. If the successful Proposer defaults upon its obligations or otherwise refuses to enter into the City contract upon selection, the City reserves the right to accept the next best proposal of any other Proposer or to re-advertise using the same or revised documentation in the City's sole discretion.

Requests by the City Engineer to a Proposer(s) for clarification of proposal(s) must be in writing. A Proposer's failure to respond to request for clarification may result in such Proposer being deemed non-responsive and serve as just cause to reject the Proposer's response to this solicitation.

No proposal may be withdrawn after it is filed unless the Proposer requests withdrawal in writing addressed to and received by the City prior to the time set for the closing of RFQ submittal. Acceptance of the proposal does not guarantee issuance of any other governmental approvals.

All proposals received by the City (unless duly withdrawn as provided above) remain valid for a period of one hundred eighty (180) days following the date of submission to the City for consideration.

### **Evaluation of Bids/Proposals (Procedure)**

The City's procedure for evaluation and selection is as follows:

1. The City Manager shall appoint an Evaluation Committee to review all RFQs submitted. There will be a minimum of three members on the committee, but always an odd number so as to avoid any ties or draws.
2. All evaluation committee members must review the RFQ issued.
3. Shortlisting of firms will be based on converting each Committee Member's Total Score into a ranking with the highest score ranked first, second highest score ranked second, etc. Once converted, the Committee Member's ranking for each firm will be entered into a shortlist summary. The Total Score recorded on the summary sheet will determine the ranking and shortlisting.
4. Each response will be evaluated for full compliance with the RFQ instructions to the respondents and the terms and conditions set forth within the RFQ document. The objective of the evaluation will be to recommend the firm(s) whom is most fully qualified based upon the herein described needs of the City. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and Proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top ranked individual/firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the City Engineer to schedule the top three ranked individuals/firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this RFQ at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as the City may deem appropriate. Receipt of a submittal by the City or a submission of a submittal to the City confers no rights upon the Proposer nor obligates the City in any manner.

## **Ambiguity, Conflict, or Other Errors in the RFQ**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, Proposer must immediately notify the Purchasing Manager, noted herein, of such error in writing and request modification or clarification of the document. The City Engineer will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this RFQ.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFQ prior to submitting a submittal or any such ambiguity, conflict, discrepancy, omission, or other claimed error will be deemed waived by the Proposer.

## **Proposal, Presentation, and Protest Costs**

The City will not be liable in any way for any costs or expenses incurred by any Proposer in the preparation of its response to this RFQ or proposal, nor for the presentation of the Proposer's Qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

## **Acceptance or Rejection of Proposals**

The City reserves its rights to waive any irregularities in the solicitation process, to reject any or all proposals, or to re-solicit this RFQ if desired.

Any proposal that is incomplete, conditional, obscured, or which contains irregularities of any kind, may be rejected by the City. If the successful Proposer defaults upon its obligations or otherwise refuses to enter into the City contract upon selection, the City reserves the right to accept the next best proposal of any other Proposer or to re advertise using the same or revised documentation in the City's sole discretion.

## **Requests for Clarification of Proposal**

Requests by the City Engineer to a Proposer(s) for clarification of proposal(s) must be in writing. A Proposer's failure to respond to request for clarification may result in such Proposer being deemed non-responsive and serve as just cause to reject the Proposer's response to this solicitation.

## **Validity of Proposal**

No proposal may be withdrawn after it is filed unless the Proposer requests withdrawal in writing addressed to and received by the City prior to the time set for the closing of RFQ submittals.

All proposals received by the City (unless duly withdrawn as provided above) remain valid for a period of one hundred eighty (180) days following the date of submission to the City for consideration.

## **Contract and Task Order Approval**

The awarded Proposer will be required to negotiate, within two weeks, a master contract and initial Task Order as a condition of award. If an agreement cannot be negotiated within two weeks, the City reserves the right to discard the initial RFQ award and award the RFQ to the second best Proposer. An example of the City's Contract / Agreement is attached. Any exceptions to this document must be presented in an appendix to the proposal.

The City will present the Master Contract City Commission for approval to negotiate the Task Order 1 Services. The winning Proposer shall be prepared to meet with City Staff and Engineer within 5 working days of notice of award to prepare a cost for the Task Order 1 Services. The selected CMAR shall submit a draft fee within 7 days of finalizing the scope.

## **Acceptance of Guaranteed Maximum Price**

Nothing contained in this Agreement shall require the City to accept any of the CMAR's GMP Proposals. Further, the CMAR agrees that the City has the unrestricted discretion to reject the CMAR's GMP Proposals if, based on the City's opinion and judgment, the rejection of the proposal is in the City's best interest.

Should the City reject the CMAR's GMP, the CMAR shall provide, at the request of the City, all documentation associated with the preparation of the GMP including, but not limited to, sub-contractor and vendor bid proposals, estimates, bond and insurance quotes, risk/contingency calculations, etc.

## **GENERAL TERMS AND CONDITIONS**

### **Licenses**

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations or licensure necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses and authorizations must be submitted with the Appendix of the bid/proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. Any Contractor having an office within the City is also required to have a business tax receipt unless otherwise not required to possess such receipt under the law. If a Contractor has an office within the City and is not legally required to have such receipt, the Contractor must provide a written explanation as to why such is not required. The City retains the discretion to review such explanation and determine whether business tax receipt compliance is excused. If you have questions regarding required professional licenses and Business Tax Receipt, contacting the Building Department at (407) 656-4111.

## **Principals/Collusion**

By submission of this Qualification, the undersigned, as Proposer, declares that the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any person, company, or parties making a proposal; and that such proposal is made in all respects in good faith without collusion or fraud.

## **Taxes**

The City, as a municipal government, is exempt from Federal Excise and State of Florida Sales Tax. No such tax may be charged to the City in connection with the City's purchase of goods or services from the Proposer.

## **Relation of City**

It is the intent of the parties hereto that the Contractor will be legally considered an independent Contractor and that neither the Contractor nor their employees may, under any circumstances, be considered employees or agents of the City, and that the City will be at no time legally responsible for any negligence on the part of said Contractor or their employees or agents, which negligence results in either bodily or personal injury or property damage to any individual, firm, or corporation.

## **Term Contracts**

If funds are not appropriated for continuance of a term contract to completion, cancellation of the Contract by the City at no further penalty or cost to the City will be accepted by the CMAR with 30 days' notice.

## **Termination**

If the City determines that the Contractor has failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause. Furthermore, the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City will be the sole judge as to whether the Contractor has failed to perform as required.

## **Liability**

The Contractor will not be held responsible for failure to complete any awarded contract due to causes beyond the Contractor's control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature, and similar extraordinary occurrences making performance impossible or illegal.

## **Assignment**

The Contractor may not assign, transfer, convey, sublet or otherwise dispose of any contract awarded pursuant to this solicitation, or of any or all of its rights, or interest therein, or his or its power to

execute such contract to any person, company, or corporation without the prior written consent of the City.

## **Lobbying**

All firms are hereby placed on NOTICE that the City does not wish to be lobbied, either individually or collectively, about a matter for which a firm has submitted a Qualification. Firms and their agents are not to contact members of the City Commission for such purposes in the guise of social or other seemingly innocuous events such as meetings, introduction, luncheons, dinners, etc. During the process, from Qualification announcement to final Commission approval, no firm or their agent may contact any other employee of the City in reference to this proposal, with the exception of the City Engineer or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

## **Single Bid/Proposal**

Each Proposer must submit with their proposal, the forms required by this RFQ. Only one proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a subcontractor to any other firm submitting under the same RFQ. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

## **Protest Procedures**

Any appeal or protest to the Request for Qualifications will be governed by the City of Winter Garden's Purchasing Policies and Procedures together with any applicable local ordinances pertaining to same.

## **Public Entity Crime**

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/proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid/proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids/proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, contractor, sub-contractor, or sub-contractor under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

## **Conflict of Interest**

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

## **Prohibition of Gifts to City Employees**

No organization or individual may offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

1. Prohibition of the individual, firm, and/or any employee of the firm from further contact with City staff for a specified period of time
2. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, RFQ, and/or quotes
3. Immediate termination of any contract held by the individual and/or firm for cause

## **Immigration Reform and Control Act / E-Verify**

Proposer acknowledges, without exception or stipulation, any firm(s) receiving an award will be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

Proposer shall comply with § 448.095, Florida Statutes, effective January 1, 2021, and register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Proposer. Furthermore, any subcontract Proposer enters into with a subcontractor or sub-recipient to perform work under this Agreement must contain the following language: "The subcontractor must comply with § 448.095, Florida Statutes, and register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Proposer on or after the effective date of this contract and thereafter during the remaining term of such contract." If Proposer fails to comply with the foregoing or § 448.095 or § 448.09(1), Florida Statutes, the City will take action as required by § 448.095(2)(c), Florida Statutes, which may include termination of any awarded contract. If the City terminates an awarded contract due to Proposer's or a subcontractor's (or sub-recipient's) failure to comply with § 448.095 or § 448.09(1), Florida Statutes, Proposer will be liable to the City for any additional costs or expenses incurred by the City as a result of the termination of such agreement. Furthermore, Proposer agrees to indemnify, defend, and hold harmless the City from and against any fines, sanctions, or penalties levied against the City by a governmental agency arising from the Proposer's failure or alleged failure to comply with this section, including, but not limited to, the City's loss or repayment of grant funds. Pursuant to § 448.095(2)(d), Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

## **Billing Instructions - Awarded Contractor**

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and must be submitted to the City of Winter Garden, Accounts Payable 300 W Plant Street, Winter Garden, Florida 34787. Specific format of the invoice will be negotiated between the City and the Contractor prior to the first invoice being submitted. Regardless, all invoicing and payments will be made in accordance with the applicable provisions of Part VII of Chapter 218, Florida Statutes, The Florida Prompt Payment Act, as amended from time to time.

## **Acknowledgment of Insurance Requirements**

By signing the Insurance Requirements included in this RFQ, Proposer acknowledges these conditions include specific Insurance Requirements that must be complied with as material terms of any contract awarded pursuant to this solicitation.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the Proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision is not limited in any way by the agreed contract price or the Proposer's limits or lack of sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

## **Acknowledgment of Bonding Requirements**

By executing and submitting its bid, Proposer acknowledges that it has read and understands any applicable bonding requirements for this bid.

**Bid Bond:** Must be submitted with bid response in the most recent form of an AIA (American Institute of Architects) Document 310.

The Bid Bond will be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds must be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers will be held until a contract been executed by the successful Proposer and same has been delivered to the City together with the required bonds and proof of insurance. No bids, including alternate bids, may be withdrawn until one hundred and eighty (180) days have passed since the bid closing date. If a bid is not accepted within such time period, the bid will be deemed rejected. If the City awards the contract prior to the expiration of the one hundred and eighty

(180) day period without selecting any or all alternates, the City will retain the right to subsequently award to the successful Proposer said alternates at a later time as approved by the Finance Director or his/her designee and the successful Proposer.

**Performance and Payment Bonds:** For projects in excess of \$200,000, bonds must be submitted to the City Engineer within seven (7) days of receipt of the city's executed work/task order by Proposers receiving an award and written for 120% of the total estimate for the cost of the project. The Performance and Payment Bonds must be underwritten by a surety authorized to do business in the State of Florida and that is otherwise acceptable to Owner; provided, however, the surety must be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category, and the amount required may not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the contract amount is less than \$500,000, the requirements of Section 287.0935, Florida Statutes, will govern the rating and classification of the surety.

All performance security under the subsequent contract must be maintained in full force and effect throughout the final completion and acceptance of the project awarded.

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

## Appendix A

# City of Winter Garden, Florida Contract / Agreement / Required Forms

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  - Non-Collusion Affidavit of Prime Proposer
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  - Payment and Performance Bond
  - Certificate of Insurance
  - Application and Certificate for Payment
  - Contractor's Affidavit of Payment of Debts and Claims
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  - Certificate of Substantial Completion
  - Consent of Surety Company to Final Payment
  - Modification to Contract Document
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**SIMILAR PROJECTS & QUALIFICATIONS**

**Project Name:**

City of Winter Garden –Crest Ave WWTF Expansion- CMAR Services

List at least five (5) similar projects completed in the last two years that indicate the experience and qualifications of the Proposer (relative to this project). Information should include Owner’s name with contact person; description of work including Proposer’s responsibilities; original contract price; final contract price; original contract time; actual time to complete the project; and any relevant circumstances or conditions about the project.

**Also include copies of all appropriate licenses required for the type of work involved (i.e. Certified General Contractor; Certified Underground Utility & Excavation Contractor; etc.); list of personnel who will be assigned to the project, with resumes; list of equipment necessary for the project and whether it is owned by the Proposer or will be leased for this project.**

**PROJECT NAME:** \_\_\_\_\_

**OWNER’S NAME:** \_\_\_\_\_

**CONTACT:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**PROJECT DESCRIPTION:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ORIGINAL CONTRACT AMOUNT: \$** \_\_\_\_\_

**FINAL CONTRACT AMOUNT: \$** \_\_\_\_\_

**NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS:** \_\_\_\_\_

**ORIGINAL CONTRACT TIME (Substantial Completion):** \_\_\_\_\_

**ACTUAL TIME TO COMPLETE (Substantial Completion):** \_\_\_\_\_

**OTHER RELEVANT INFORMATION:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: \_\_\_\_\_

ORIGINAL CONTRACT TIME (Substantial Completion): \_\_\_\_\_

ACTUAL TIME TO COMPLETE (Substantial Completion): \_\_\_\_\_

OTHER RELEVANT INFORMATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: \_\_\_\_\_

ORIGINAL CONTRACT TIME (Substantial Completion): \_\_\_\_\_

ACTUAL TIME TO COMPLETE (Substantial Completion): \_\_\_\_\_

OTHER RELEVANT INFORMATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: \_\_\_\_\_

ORIGINAL CONTRACT TIME (Substantial Completion): \_\_\_\_\_

ACTUAL TIME TO COMPLETE (Substantial Completion): \_\_\_\_\_

OTHER RELEVANT INFORMATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: \_\_\_\_\_

ORIGINAL CONTRACT TIME (Substantial Completion): \_\_\_\_\_

ACTUAL TIME TO COMPLETE (Substantial Completion): \_\_\_\_\_

OTHER RELEVANT INFORMATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(Name/s)

1. He/She is \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Name of Company)

the Proposer that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances representing the Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.

5. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, subsidiaries, or parties of interest, and including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for the attached Proposal that has been submitted or to refrain from Proposing in connection with such contract or has in any manner, directly or indirectly, sought agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Winter Garden or any person interested in the proposed contract; and

6. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

7. Neither the said Proposer nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who is personally known to me or who produced as identification.

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

My commission expires: \_\_\_\_\_



## DRUG-FREE WORKPLACE

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

\_\_\_\_\_ does:

*(Name of Business)*

1. Publish a statement notifying employee 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 proposed 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 Proposal, the employee will agree 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 five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_

Proposer's Signature

\_\_\_\_\_

Date

(THIS FORM MUST BE COMPLETED IF APPLICABLE AND RETURNED WITH YOUR PROPOSAL)

END OF SECTION 00310

*Sec. 00310, page 12 of 12*

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and \_\_\_\_\_  
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_  
as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_  
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_  
(Here insert full name, address and description of project)

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 and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
(Witness) { \_\_\_\_\_  
(Principal) (Seal)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness) { \_\_\_\_\_  
(Surety) (Seal)  
\_\_\_\_\_  
(Title)

SECTION 00500

AGREEMENT FOR PRE-CONSTRUCTION SERVICES

THIS AGREEMENT (“Agreement or Contract”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF WINTER GARDEN, a Florida municipal corporation, hereinafter called the “OWNER,” and \_\_\_\_\_ hereinafter called “CONTRACTOR;”

WITNESSETH:

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I - SCOPE OF WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**The Services described in the Request for Proposal documents issued for Task Order 1: Pre-Construction Services in RFQ # 17-025A (“RFQ”)**

All Work shall be properly provided in accordance with the Drawings and Specifications prepared by Atkins and the incorporated Contract Documents.

ARTICLE II - ENGINEER

The Engineer, Atkins North America, Inc., whose principal address is 4030 West Boy Scout Boulevard, Suite 700, Tampa, FL 33607, hereinafter referred to as ENGINEER, will assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME

3.1 The Work will be completed within timeframe provided for in the Anticipated Project Schedule contained within the RFQ, as such pertains to Task Order 1 of the RFQ.

3.2 Damages for Delay. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** in this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions.

3.2.1 Uniqueness of the Work. The OWNER and the CONTRACTOR expressly acknowledge the unique characteristics of the Work, which cause time to be of the essence in this Agreement.

3.2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** in this Agreement and that Owner will suffer financial loss if the work is

not complete in the time specified in Paragraph 3.1 above. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$1,000.00 (One Thousand Dollars) for each day that expires after the due date for each deliverable and milestone specified in Paragraph 3.1 until the such deliverable is delivered or milestone met, and both parties agree that the liquidated damages set forth herein bear a reasonable relationship to the estimated actual damages that the OWNER would suffer. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in CONTRACTOR's performance hereunder. When OWNER reasonably believes that Substantial Completion will be inexcusably delayed, OWNER is entitled, but not required, to withhold from any amounts otherwise due to CONTRACTOR an amount then believed by OWNER to be adequate to recover liquidated damages applicable to such delays. If and when CONTRACTOR overcomes the delay in achieving Substantial Completion or any part thereof, for which OWNER has withheld payment, OWNER shall promptly release to CONTRACTOR those funds withheld but no longer applicable as liquidated damages.

3.3 No Damages against Owner for Delay. Notwithstanding any other provisions of the Contract Documents, CONTRACTOR's exclusive remedy for delays, impacts, disruption, acceleration, resequencing, and interruptions in performance of the Work caused by events beyond CONTRACTOR's and its employees', materialmen's, subcontractors' and agents' control, including delays, impacts, disruption, acceleration, resequencing, and interruptions claimed to be caused by or attributable to the OWNER or the ENGINEER or their employees and agents (or any combination thereof), will be a claim for and be limited to an equitable extension of the Contract Time. Without limiting the foregoing, CONTRACTOR is not entitled to costs for remobilization after a delay, impact, disruption, acceleration, resequencing, or interruption in the performance of the Work has occurred. Provided, however, if a delay in the Work is caused by the OWNER, CONTRACTOR may seek reimbursement for documented out-of-pocket expenses attributable to a delay caused by the OWNER; provided such reimbursement for out-of-pocket expense does not exceed an amount equal to \$100.00 per day the Work is delayed. CONTRACTOR expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays in work, and CONTRACTOR expressly waives any and all other remedies for any claim for increase in the Contract Price, damages, expenses, losses, or additional compensation.

3.4 IN NO EVENT WILL THE OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DELAY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, OR COST OF COVER INCURRED BY CONTRACTOR, SUB-CONTRACTORS, OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF WORK BY THE CONTRACTOR, SUB-CONTRACTORS, OR BY THE OWNER UNDER THIS AGREEMENT.

ARTICLE IV - CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the prices as presented in the Proposal Form, which is incorporated herein and made a part hereof by this reference; provided however, the maximum Contract Price under this Agreement may not exceed the Proposal Total set forth in Section 4.2.

4.2 OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents an amount in correct funds equal to the amount below:

Proposal Total: \_\_\_\_\_  
(Written Amount)

Number amount: \_\_\_\_\_

4.3 The parties expressly agree that the Contract Price is a stipulated sum, except with regard to those items in the Proposal that are subject to unit prices. If units are deleted or subtracted from this Contract or otherwise not provided as part of the Work, then the Contract Price will be decreased by the Contractor's Proposal unit price(s) multiplied by the units deducted from the Work. In no event will CONTRACTOR be entitled to a Contract Price increase on the basis that the actual time, units, or quantities supplied, used, installed, or expended in the performance of the Work exceed the estimated time, units, and quantities set forth in the Proposal solicitation unless the OWNER and CONTRACTOR mutually agree to a change order approving any such increase prior to the CONTRACTOR's performance of the Work. To the extent applicable to the Services, CONTRACTOR's compensation for construction management services may not exceed the Total Price proposed, regardless of the number of hours or materials expended in the performance of the Work.

4.4 CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Proposal Total (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, unknown subsurface site conditions, unknown soil conditions, potential differing physical conditions, underground facilities, and utility related conditions of the Work, the Project, and the site. CONTRACTOR agrees to accept the Contract Price as full compensation for: (i) doing all work, furnishing all Work, labor, equipment, deliverables, and materials necessary to supervise and administer the Project, and performing all Work embraced in the Contract Documents; (ii) all expense, loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown conditions or obstructions (or any combination thereof) that may arise or be encountered in the prosecution of the Work, including without limitation, concerning changes or resequencing in the Work (including equipment, material and labor) necessitated by unforeseen or unknown subsurface site conditions, soil conditions, potential differing physical conditions, underground facilities and utility related conditions of the Work and site (or any combination thereof); and (iii) all risks of every description connected with the Work or Project as assumed by CONTRACTOR expressly or implied under the Contract Documents.

## ARTICLE V - PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit invoices for Payment on a monthly basis in accordance with the Contract Documents. Invoices for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2 OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S monthly Applications for Payment, as approved by the ENGINEER, which shall be submitted by the CONTRACTOR on or before the 10th day after the end of each calendar month for which payment is requested.

5.5 Prompt Payment Act. The applicable provisions of the Local Government Prompt Payment Act as set forth in Part VII, Chapter 218, Florida Statutes ("Prompt Payment Act") shall apply to payments and disputes concerning applications for payment under the Contract Documents. To the extent of any conflicts between the Contract Documents and the Prompt Payment Act, the Prompt Payment Act shall control to the extent of the conflict.

## ARTICLE VI - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has visited the Work site and familiarized itself with the nature and extent of the Contract Documents, Work, locality, utility locations, and all local conditions and federal, state and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work. CONTRACTOR, by its own study, excludes and releases the OWNER from any implied warranties, including, but not limited to, the "Spearin Doctrine," that the plans and specifications are adequate to perform the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by the ENGINEER in the preparation of the Drawings and Specifications and that have been identified in the General and Supplementary Conditions of the Contract Documents.

6.3 CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 above as he 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; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR.

6.6 CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of the actions of any OWNER's official, officer, employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the OWNER shall have the right to terminate this Agreement without liability.

6.7 CONTRACTOR hereby represents and warrants to OWNER that CONTRACTOR has the knowledge, experience and skill to perform the Work required to be performed by it hereunder; that CONTRACTOR shall comply with all applicable federal, state and local laws and codes, including, without limitation, all business and professional registration and licensing requirements (both corporate and individual for all required basic disciplines).

6.8 CONTRACTOR acknowledges and agrees that it is the sole party responsible for site safety and agrees to indemnify, defend, and hold harmless the OWNER and ENGINEER, including their respective officers, agents and employees, from any claim, damage or liability for injury or loss arising from CITY's or ENGINEER'S (including their respective officers, agents and employees) alleged failure to exercise site safety responsibility, except to the extent caused by the negligence of the CITY.

#### ARTICLE VII - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the OWNER and CONTRACTOR are attached to this Agreement, are made a part hereof and consist of the following:

- 7.1 This Agreement (Section 00500) (pages 1 to 18, inclusive).
- 7.2 Exhibits to this Agreement (sheets 0 to 0, inclusive). N/A
- 7.3 Section 255.05, Fla. Stat. Performance Bond and Payment Bond and Certificates of Insurance.
- 7.4 Notice of Award and Notice to Proceed.
- 7.5 RFQ 6-19-22 – City of Winter Garden Request for Qualifications Crest Avenue WWTF Expansion Construction Management at Risk Services.
- 7.6 Proposal Form (Section 00310) (Pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
- 7.7 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.

7.8 Advertisement for Proposals, Instructions to Proposers, Proposal Bond, Noncollusion Affidavit, General Requirements, Field Orders and State of Florida Contract Provisions.

7.9 Pre-Proposal Meeting Agenda.

There are no Contract Documents other than those listed above in this Article VII.

#### ARTICLE VIII - MISCELLANEOUS

8.1 No assignment by the parties hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and 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), and unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns or legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.3 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions, as modified in the Supplementary Conditions.

8.4 Indemnification: Notwithstanding any other provisions of the Contract Documents, the CONTRACTOR agrees to indemnify, defend, and hold harmless the OWNER, its representatives, employees, agents, and elected and appointed officials, from all claims, judgments, damages, losses, injuries, and expense (including reasonable attorneys' fees, experts' fees and litigation costs incurred whether at the trial level or on appeal) arising out of or resulting from the performance or nonperformance of the Work or services to the extent caused in whole or part by the CONTRACTOR, its representatives, employees, agents, subcontractors, materialmen and other persons employed or utilized by the CONTRACTOR in the performance of any Work rendered under this Agreement, or any combination thereof. For purposes of compliance with Florida law, CONTRACTOR acknowledges that this provision shall be deemed a part of the specifications and the procurement documents for the Work. The maximum monetary limit of indemnification provided by the CONTRACTOR under this paragraph 8.4 and other indemnifications contained within the Contract Documents is three million dollars (\$3,000,000.00) per occurrence, which the OWNER and the CONTRACTOR agree bears a commercially reasonable relationship to this Agreement and the Work. This paragraph 8.4 survives termination and expiration of this Agreement and completion of the Work.

8.5 Public Records Laws: CONTRACTOR acknowledges and agrees that the OWNER is a public entity that is subject to Florida's Public Records Act (Chapter 119, Florida Statutes) and as such, records in CONTRACTOR or OWNER's control and possession generated or received concerning the services performed under this Agreement are subject to public inspection pursuant to Chapter 119, Florida Statutes, unless there is an applicable exemption or confidential provision

under state law or such records are otherwise not legally considered a public record. Records, documents, computerized information, and programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other records of the CONTRACTOR, regardless of form, that are subject to the provisions of Chapter 119, Florida Statutes and applicable retention schedules, and may not be destroyed without the specific written approval of the OWNER's City Clerk. While in the possession and control of CONTRACTOR, at CONTRACTOR's expense, all public records shall be secured, maintained, preserved, and retained in the manner specified and pursuant to the Public Records Act and comply with all "Contractor" provisions of Section 119.0701(2), Florida Statutes, and further CONTRACTOR shall allow inspection of such records in accordance with the Public Records Act. CONTRACTOR hereby indemnifies and hold harmless the OWNER concerning any claims, damages, suits, judgments, losses, expenses and penalties arising out of or concerning CONTRACTOR's violation of the Public Records Act or this provision, including for attorneys' fees and costs at all trial and appellate levels. CONTRACTOR affirmatively agrees to comply with all "Contractor" provisions of Section 119.0701(2), Florida Statutes. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Angela Grimmage, City Clerk, 300 West Plant Street, Winter Garden, Florida, 34787; Email – agrimmage@cwdgn.com ; Telephone – (407) 656-4111, ext. 2254.** This paragraph 8.5 survives expiration and termination of the Agreement and completion of the Work.

8.6 No Right to Lien/Bonds: CONTRACTOR acknowledges and agrees that the real property for which the Project and Work is being constructed upon and the Project itself is owned by the OWNER, which is a municipality and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes, or any other liens pursuant to the OWNER's sovereign immunity protections. CONTRACTOR and its subcontractors, materialmen, laborers, vendors and all others claiming by and through CONTRACTOR shall not record or file any claims of lien concerning the Project and the Work, or any portion thereof. The CONTRACTOR hereby agrees to indemnify and hold the OWNER harmless from and against all liens filed by CONTRACTOR and from and against all liens and equitable claims filed by CONTRACTOR's subcontractors, materialmen, laborers, equipment providers, vendors, and all others claiming by and through CONTRACTOR, against the OWNER, Project, Work, or real property owned by the OWNER arising out of or concerning the Work and Project, including, but not limited to, OWNER's attorneys' fees, experts' fees and litigation costs (at trial and appellate levels). This paragraph 8.6 survives expiration and termination of the Agreement and completion of the Work.

For the construction phase of this Project, CONTRACTOR will be required, at its expense, to obtain, deliver, and record in the public records of Orange County, Florida, a Payment and Performance Bond covering the Project in the amount of 120% of the Contract Price in a form acceptable to the OWNER and in compliance with Section 255.05, Florida Statutes. A certified copy of the recorded Payment and Performance Bond must be furnished by the CONTRACTOR to OWNER prior to the commencement of Work or recommencing Work after a default or abandonment, and in accordance with Section 255.05, Florida Statutes, CONTRACTOR will not be paid any sums until such occurs. All subcontractors, materialmen, laborers, vendors, and all others claiming by and through CONTRACTOR shall look exclusively

to the Payment and Performance Bond posted in accordance with Section 255.05, Florida Statutes, if not properly paid.

8.7 Sovereign Immunity. Nothing in the Contract Documents may be considered or construed as a waiver of the OWNER's sovereign immunity protections or of any other privilege, immunity or defense afforded to OWNER and its officials, officers, employees and agents under the law.

8.8 Public Entity Crime. Any Person or affiliate, as defined in 287.133 of the Florida Statutes, shall not be allowed to contract with the OWNER, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with the OWNER obtained in violation of this paragraph shall be subject to termination for cause. A subconsultant or subcontractor who obtains a subcontract in violation of this paragraph shall be removed from the Project and promptly replaced by a subconsultant or subcontractor acceptable to the OWNER.

8.9 Engineer. Without penalty, waiver, or causing a default by OWNER, OWNER hereby reserves the right, at any time during the performance of the Work by the CONTRACTOR, to elect not to utilize the ENGINEER for one or more of the roles or duties of the ENGINEER under the Contract Documents regarding review and approval of applications for payments, claims or change order request and to self-perform the role of ENGINEER for any one or more of such duties or roles. OWNER's exercise of such right to self-perform the role of the ENGINEER, or any portion thereof, shall not give CONTRACTOR a defense to any claim by OWNER or claim by CONTRACTOR against the OWNER or ENGINEER.

8.10 False Claims. If a CONTRACTOR is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the CONTRACTOR, CONTRACTOR shall be liable to the OWNER for an amount equal to such unsupported part of the claim in addition to all costs to the OWNER attributable to the cost of reviewing said part of CONTRACTOR's claim. The OWNER and the CONTRACTOR acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. CONTRACTOR agrees to be bound by the provisions of the Florida False Claims Act for purposes of the Contract Documents and the Work.

8.11 Deductive Change Orders. CONTRACTOR's Proposal accepted by the OWNER was based on unit prices for units/qualities to be provided. At any time and without penalty or cost, OWNER has the right to reduce or eliminate any portion of the Work not yet performed by CONTRACTOR from the Contract Documents through a unilateral directive or change order and reduce the Contract Price accordingly based on unit prices Proposal by the CONTRACTOR for

the portion of the Work (units/qualities) being eliminated. OWNER reserves the right, in the OWNER's sole discretion, to self-perform or perform by other contractors any portion of the Work eliminated by unilateral Change Order. In no event will a unilateral directive or change order issued pursuant to this Section serve as the basis of any monetary claim by CONTRACTOR or entitle CONTRACTOR to an increase in unit prices or compensation for overhead, labor, and/or materials for other portions of the Work to be performed by CONTRACTOR and not eliminated by unilateral directive or change order. This Section shall control in the event of any conflicts with any other provision of the Contract Documents.

#### ARTICLE IX - GOVERNING LAW

This Agreement is governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida have jurisdiction over any claim arising in connection with this Agreement. In the event of litigation arising out of the Contract Documents or the Work, each party shall bear its own attorney's fees and costs, except to extent otherwise required by the indemnity and hold harmless provisions of the Contract Documents. Exclusive venue for any litigation arising out of the Contract Documents or Work will, if in state court, be in Orange County, Florida, or if in federal court, Florida Middle District, Orlando Division.

**[REMAINDER OF PAGE INTENTIONALLY BLANK –  
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One (1) counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on \_\_\_\_\_, 2022.

OWNER:  
CITY OF WINTER GARDEN, a Florida municipal corporation

\_\_\_\_\_  
Attest Signature

By: \_\_\_\_\_  
Jon C. Williams, CITY MANAGER

\_\_\_\_\_  
Printed Name

APPROVED AS TO FORM ONLY FOR RELIANCE BY THE CITY OF WINTER GARDEN:

\_\_\_\_\_  
CITY ATTORNEY

CONTRACTOR:

\_\_\_\_\_

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

\_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

ATTEST: \_\_\_\_\_

SECRETARY

\_\_\_\_\_

\_\_\_\_\_

(SPACE ABOVE RESERVED FOR RECORDING INFORMATION)

# PUBLIC CONSTRUCTION PAYMENT AND PERFORMANCE BOND

(SECTION 255.05, FLA. STAT.)

CONTRACTOR (the "Principal"): \_\_\_\_\_

(Name of Contractor)

a \_\_\_\_\_

(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Principal Business Address of Contractor)

\_\_\_\_\_  
(Telephone Number of Contractor)

SURETY: \_\_\_\_\_

(Name of Surety)

\_\_\_\_\_  
(Principal Business Address of Surety)

\_\_\_\_\_  
(Telephone Number of Surety)

CONTRACTING PUBLIC ENTITY (the "CITY"):

## ***CITY OF WINTER GARDEN***

**300 West Plant Street**

**Winter Garden, Florida 34787**

**(407) 656-4111**

Contract or Project number and/or reference: \_\_\_\_\_

Legal Description or street address of property being improved:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of  
Improvements: \_\_\_\_\_

\_\_\_\_\_

BY THIS PUBLIC CONSTRUCTION PAYMENT AND PERFORMANCE BOND (the "Bond"), and pursuant to those provisions set forth within § 255.05, Florida Statutes, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to the CITY OF WINTER GARDEN, a Florida municipal corporation (the "CITY"), in the sum of \$\_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly and properly performs the contract including all its incorporated documents (the "Contract Documents") dated \_\_\_\_\_, between Principal and CITY for construction of \_\_\_\_\_, the Contract Documents being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract Documents; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, furnishing labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract Documents; and

3. Pays CITY all losses, damages, expenses, costs, and attorneys' fees, experts' fees and other litigation expenses including at all trial and appellate proceedings, that CITY sustains because of a default by Principal under the Contract Documents; and

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

Any action instituted by a claimant under this Bond for payment must be in accordance with the notice and time limitation provisions contained within Section 255.05, Florida Statutes.

Any changes in or under the Contract Documents (which include, by way of example, but not a limitation, unilateral or directive change orders and bilateral change orders, changes to the plans, drawings and specifications, and increases or decreases in quantity of units or the scope of work) and compliance or noncompliance with any formalities connected with the Contract Documents or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with changes or other modifications to the Contract Documents so that the Penal Sum shall at all times represents a sum equal to 120% of the Contract

Sum (or Contract Price).

The performance bond and the payment bond portions of this Bond are each covered separate and distinct from each other so that claims or sums paid by Surety under the payment bond portion does not affect the Penal Sum for the performance bond portion and vice versa. This Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide common law rights to the CITY more expansive than as required by statute.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract Documents during the period in which this Bond is in effect, the Surety shall remain liable to the CITY for all such loss or damage (including reasonable attorneys' fees, experts' fees and other litigation expenses at all trial and appellate levels) resulting from any failure to perform up to the amount of the Penal Sum. This paragraph shall survive the termination or cancellation of this Bond.

In the event that the Surety fails to fulfill its obligations under this Bond, then the Surety shall also indemnify and hold the CITY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs and experts' fees for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon CITY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract Documents entered into by CITY and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Contract Documents granted by CITY to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract Documents as a result of any proceeding initiated under the federal bankruptcy laws, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_(number) counterparts, each of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

By: \_\_\_\_\_  
(Principal) Secretary  
Name: \_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
Principal  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

\_\_\_\_\_  
Witness to Principal

Name: \_\_\_\_\_  
(Print or Type)

(CORPORATE SEAL)

\_\_\_\_\_  
Witness to Principal

Name: \_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
Surety

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

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Attorney-in-Fact

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Address: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

Name: \_\_\_\_\_  
(Print or Type)

City/State/Zip \_\_\_\_\_

(CORPORATE SEAL)

**NOTE:** Date of the Bond must not be prior to the date of the Contract. If CONTRACTOR is a partnership, all partners should execute the BOND. As set forth in Section 255.05, Florida Statutes, the Principal shall record this Bond in the public records of Orange County, Florida, and provide the CITY with a certified copy of the recorded version; however, Principal's failure to do so shall not invalidate the City's protections under this Bond.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Florida, unless otherwise specifically approved in writing by the CITY.

**ATTACH** a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of "Surety."

# CERTIFICATE OF INSURANCE

AIA DOCUMENT G705

This certificate is issued as a matter of information only and confers no rights upon the addressee. It does not amend, extend or alter the coverage afforded by the policies listed below.

Name and Address of Insured	COMPANIES AFFORDING COVERAGE	
	A	
	B	
	C	
	D	
	E	
Covering (Project Name and Location)		
Addressee: <input type="checkbox"/> (Owner)		

This is to certify that the following described policies, subject to their terms, conditions and exclusions, have been issued to the above named insured and are in force at this time.

TYPE OF INSURANCE	CO. CODE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS		
					EACH OCCURRENCE	AGGREGATE
1. (a) Workers' Compensation (b) Employer's Liability				Statutory		Each Accident
2. Comprehensive General Liability including: <input type="checkbox"/> Premises - Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Products and Completed Operations <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Explosion and Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Personal Injury with Employment Exclusion Deleted				Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury and Property Damage Combined	\$	\$
				*Applies to Products and Completed Operations Hazard		\$ (Personal Injury)
3. Comprehensive Automobile Liability <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned				Bodily Injury (Each Person)	\$	
				Bodily Injury (Each Accident)	\$	
				Property Damage	\$	
				Bodily Injury and Property Damage Combined	\$	
4. Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella				Bodily Injury and Property Damage Combined	\$	\$
5. Other (Specify)						

- Products and Completed Operations coverage will be maintained for a minimum period of  1  2 year(s) after final payment.
- Has each of the above listed policies been endorsed to reflect the company's obligation to notify the addressee in the event of cancellation or non-renewal?  Yes  No

**CERTIFICATION**

I hereby certify that I am an authorized representative of each of the insurance companies listed above, and that the coverages afforded under the policies listed above will not be cancelled or allowed to expire unless thirty (30) days written notice has been given to the addressee of this certificate.

Name of Issuing Agency	Signature of Authorized Representative
Address	Date of Issue

**APPLICATION AND CERTIFICATE FOR PAYMENT** AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF \_\_\_\_\_ PAGES

TO OWNER: PROJECT: APPLICATION NO: Distribution to:  
 PERIOD TO:  OWNER  
 PROJECT NOS:  ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT: CONTRACT DATE:

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ \_\_\_\_\_
2. Net change by Change Orders ..... \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ \_\_\_\_\_
4. TOTAL COMPLETED & STORED TO DATE ..... \$ \_\_\_\_\_  
 (Column G on G703)
5. RETAINAGE:
  - a. \_\_\_\_\_% of Completed Work ..... \$ \_\_\_\_\_  
 (Columns D + E on G703)
  - b. \_\_\_\_\_% of Stored Material ..... \$ \_\_\_\_\_  
 (Column F on G703)
 Total Retainage (Line 5a + 5b or  
 Total in Column-I of G703) ..... \$ \_\_\_\_\_
6. TOTAL EARNED LESS RETAINAGE ..... \$ \_\_\_\_\_  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
 (Line 6 from prior Certificate) ..... \$ \_\_\_\_\_
8. CURRENT PAYMENT DUE ..... \$
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
 (Line 3 less Line 6) ..... \$ \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_  
 County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**CONTRACTOR'S AFFIDAVIT OF  
PAYMENT OF DEBTS AND CLAIMS**

AIA Document G706

(Instructions on reverse side)

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO OWNER:  
*(Name and address)*

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:  
*(Name and address)*

CONTRACT DATED:

STATE OF:  
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment:  yes  no

*The following supporting documents should be attached hereto if required by the Owner:*

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR:  
*(Name and address)*

BY: \_\_\_\_\_  
*(Signature of authorized representative)*

\_\_\_\_\_  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



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AIA DOCUMENT G706 • CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS  
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G706-1994

**CONTRACTOR'S  
AFFIDAVIT OF  
RELEASE OF LIENS**

AIA DOCUMENT C706A

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

PROJECT:   
(name, address)

CONTRACT DATE:

State of:

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Release or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this  
day of

19

Notary Public:

My Commission Expires:

## Certificate of Substantial Completion

(Instructions on reverse side)

PROJECT:  
(Name and address)

PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATE:

TO OWNER:  
(Name and address)

TO CONTRACTOR:  
(Name and address)

OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

\_\_\_\_\_  
ARCHITECT BY \_\_\_\_\_ DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \_\_\_\_\_

The Contractor will complete or correct the Work on the list of items attached hereto within \_\_\_\_\_ ( ) days from the above date of Substantial Completion.

\_\_\_\_\_  
CONTRACTOR BY \_\_\_\_\_ DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

\_\_\_\_\_  
OWNER BY \_\_\_\_\_ DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



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AIA DOCUMENT G704-2000  
CERTIFICATE OF  
SUBSTANTIAL COMPLETION

**CONSENT OF SURETY  
TO FINAL PAYMENT**

*AIA Document G707*

(Instructions on reverse side)

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER:  
*(Name and address)*

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:  
*(Name and address)*

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

on bond of  
*(Insert name and address of Contractor)*

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to  
*(Insert name and address of Owner)*

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
*(Insert in writing the month followed by the numeric date and year.)*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Signature of authorized representative)*

\_\_\_\_\_  
*(Printed name and title)*

Attest:  
(Seal):



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**MODIFICATION TO CONTRACT DOCUMENTS (M.C.D.)**

File No. \_\_\_\_\_ Sheet \_\_\_\_ of \_\_\_\_ Date of Issue \_\_\_\_\_  
M.C.D. No. \_\_\_\_\_ Ref. Documents \_\_\_\_\_  
Mod. By \_\_\_\_\_  
Project \_\_\_\_\_ Date of Approval \_\_\_\_\_  
Contractor \_\_\_\_\_ Approved By \_\_\_\_\_  
\_\_\_\_\_ Applies to C.O. No. \_\_\_\_\_

Note: Changes proposed hereunder are not to be incorporated into the contract work until such approval is indicated on this form by the Engineer, at which time a Contract Change Order or written intention to issue such Change Order will be filled. Unless otherwise noted, all applicable provisions of the specifications and drawings shall apply to the proposed revision or revisions.

**DESCRIPTION OF MODIFICATION:**

2000 EDITION

# AIA DOCUMENT G701-2000

## Change Order

(Instructions on reverse side)

PROJECT:  
(Name and address)

CHANGE ORDER NUMBER:

OWNER

DATE:

ARCHITECT

ARCHITECT'S PROJECT NUMBER:

CONTRACTOR

CONTRACT DATE:

FIELD

TO CONTRACTOR:  
(Name and address)

CONTRACT FOR:

OTHER

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

The original (Contract Sum) (Guaranteed Maximum Price) was \$ \_\_\_\_\_

The net change by previously authorized Change Orders \$ \_\_\_\_\_

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ \_\_\_\_\_

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)

(unchanged) by this Change Order in the amount of \$ \_\_\_\_\_

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be \$ \_\_\_\_\_

The Contract Time will be (increased) (decreased) (unchanged) by \_\_\_\_\_ ( ) days.

The date of Substantial Completion as of the date of this Change Order therefore is \_\_\_\_\_

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201.

**Not valid until signed by the Architect, Contractor and Owner.**

\_\_\_\_\_  
ARCHITECT (Typed name)

\_\_\_\_\_  
CONTRACTOR (Typed name)

\_\_\_\_\_  
OWNER (Typed name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
BY

\_\_\_\_\_  
BY

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



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CHANGE ORDER

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The American Institute  
of Architects  
1735 New York Avenue, N.W.

**SECTION 00510**  
**GENERAL CONDITIONS**

The General Conditions referred to in this document are the “Standard General Conditions of the Construction Contract” prepared by the Engineer’s Joint Contract Documents Committee, as issued by the National Society of Professional Engineers. Document No. C-700 (2013 Edition).

This document is included into and made a part of, the contract documents by reference. A complete copy of the Standard General Conditions can be provided upon request.

END OF SECTION

**SECTION 00810**  
**SUPPLEMENTARY CONDITIONS**

1. Conditions of the Contract: Standard General Conditions (EJCDC/NSPE), General Conditions and these Supplementary Conditions are applicable to all divisions, and sections of these specifications and it is the CONTRACTOR's responsibility to so inform all parties who should be influenced thereby.
2. Architect-Engineer: Where the term ARCHITECT, ARCHITECT-ENGINEER or ENGINEER is used with respect to Contract Administration approval, selection, checking, testing and observation of materials, systems, processes and workmanship, the term shall mean an authorized representative of the City of Winter Garden. Therefore, all communications, oral or written, shall be addressed to OWNER's City Construction Projects Manager and to the ENGINEER. This provision does not change any other duties and responsibilities of the Design Engineer (Madrid/CPWG) as ENGINEER as stated in the contract documents and Standard General Conditions.
3. Permits: Unless stated otherwise herein, OWNER shall be responsible for securing the appropriate permit(s) necessary for CONTRACTOR to construct the work. CONTRACTOR shall not commence construction of said work until notified in writing by OWNER that a valid permit or permits have been secured. CONTRACTOR shall be responsible for filing FDEP NPDES NOI and FDEP De-watering permit if the work requires these permits.
4. Limit of Contractor's Liability Insurance:
  - A. Limit of CONTRACTOR's Liability insurance shall be not less than shown in the table at the end of this Section. Refer to the Standard General Conditions for insurance requirements.
  - B. Products and Completed Operations coverage shall be maintained for a minimum period of one year after final payment.
  - C. Each listed policy shall be endorsed to reflect the company's obligation to provide the addressee 30 days written notice prior to cancellation or non-renewal.
  - D. Contractual Liability shall include provisions for covering the indemnity specified under Article 5, paragraphs 5.03 through 5.07 of the Standard General Conditions.
  - E. The CITY OF WINTER GARDEN, MADRID/CPWG, and A.R. MILLER ENGINEERING, INC., shall be an additionally named insured.
  - F. The Certificate of Insurance shall be executed on AIA Document G705, or an insurance agency standard form showing the same data and format.
  - G. The OWNER shall have the right to deduct from or set-off against any sums due the CONTRACTOR an amount equal to any or all liquidated damages accruing hereunder against the CONTRACTOR.

5. Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified, plus any extensions thereof allowed in accordance with the Standard General Conditions. They also recognize the delays, expense and difficulties involved in determining, in a legal or mediation proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, (but not as a penalty) CONTRACTOR shall pay OWNER one thousand dollars (\$1,000.00) for each day that expires after the time specified for substantial completion until the Work is substantially complete.
6. Modifications to General Conditions

#### ARTICLE 4.04 – UNDERGROUND FACILITIES

4.04B.2 Delete the last two sentences.

#### ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.02B Refer to Section 1001 – paragraph 1.08 for the recognized regular working hours.

6.08A Permits: Unless stated otherwise herein, OWNER shall be responsible for securing the appropriate permit(s) necessary for CONTRACTOR to construct the work. CONTRACTOR shall not commence construction of said work until notified in writing by OWNER that a valid permit or permits have been secured. CONTRACTOR shall be responsible for filing FDEP NPDES NOI and FDEP De-watering permit if the work requires these permits.

#### ARTICLE 8 - OWNER'S RESPONSIBILITIES

(no change)

#### ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01A Where the term ARCHITECT, ARCHITECT-ENGINEER or ENGINEER is used with respect to Contract Administration approval, selection, checking, testing and observation of materials, systems, processes and workmanship, the term shall mean an authorized representative of the City of Winter Garden. Therefore, all communications, oral or written, shall be addressed to OWNER's City Construction Projects Manager and to the ENGINEER. This provision does not change any other duties and responsibilities of the Design Engineer (Madrid/CPWG) as ENGINEER as stated in the contract documents and Standard General Conditions.

#### ARTICLE 12 - CHANGES OF CONTRACT TIME

12.03(A) Weather delays shall only be granted for "abnormal weather conditions" defined as follows:

Rainfall - Monthly rainfall exceeding the published NOAA monthly average for the Orlando area. In the event work cannot be performed during regular working hours/days due to rain, the monthly average rainfall for that month must be exceeded before a delay can be claimed. Rainfall occurring on weekends or holidays will not be considered for a time extension.

Tropical Storms/Hurricanes -NOAA-named storms whose center of circulation is within 75 miles of the project site or whose winds exceed 40 miles per hour at the project site. Tropical storms or hurricanes occurring on weekends or holidays will not be considered for a time extension.

Only actual work days (see regular working hours) meeting the above requirements will be considered for delays due to abnormal weather conditions. It shall be the Contractor's responsibility to provide the necessary information to justify any delays due to abnormal weather conditions.

#### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

##### ADD THE FOLLOWING

Add 15.02A.5: If CONTRACTOR undergoes a significant change in ownership or control to an unrelated party which is not acceptable to the OWNER.

#### ARTICLE 16 – DISPUTE RESOLUTION

Delete

#### ARTICLE 17 - MISCELLANEOUS

17.01A.1: Add after "for whom it was intended": "with a receipt given by receiving party;"

**LIMITS OF CONTRACTOR'S LIABILITY INSURANCE**

TYPE OF INSURANCE	LIMITS OF LIABILITY
I.	
(a) Workers Compensation	Statutory
(b) Employer's Liability	\$100,000 each accident
II.	
Comprehensive General Liability including:	\$1,000,000 each occurrence Bodily Injury and Property Damage Combined
<input checked="" type="checkbox"/> Premises - Operations	\$1,000,000 Aggregate
<input checked="" type="checkbox"/> Independent Contractors	
<input checked="" type="checkbox"/> Products & Complete Operations	
<input checked="" type="checkbox"/> Broad Form Property Damage	
<input checked="" type="checkbox"/> Contractual Liability	
<input checked="" type="checkbox"/> Explosion & Collapse Hazard	
<input checked="" type="checkbox"/> Underground Hazard	
<input checked="" type="checkbox"/> Personal Injury with Employment Exclusion Deleted	\$1,000,000 Personal Injury
III.	
Comprehensive Automobile Liability	\$1,000,000 each occurrence Bodily Injury and Property Damage Combined
<input checked="" type="checkbox"/> Owned	
<input checked="" type="checkbox"/> Hired	
<input checked="" type="checkbox"/> Non-Owned	